

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-717-275-8940 or 1-712-832-8330
Access Code: 898 8882 to enter the conference call
- Date of Meeting: September 3, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
 - August 20, 2020
- 9:15 a.m. Dr. Joseph B. Reed on behalf of Create Buckhannon – Discuss potential Leadership Academy
- 9:30 a.m. Theresa Servetas – Follow up discussion regarding her previous request for the adoption of a Nuisance Ordinance pertaining to “dog barking” outside of Corporate limits.
- 10:00 a.m. Bid opening, presentation and award—Upshur County Sheriff’s vehicle (1 sport utility vehicle)
- 10:30 a.m. Rachel Weber on behalf of the Upshur County Trails volunteer group – Provide an update pertaining to the trails located at the Upshur County Recreational Park and intended use of mini grant funds received through the Upshur County CVB
- 11:00 a.m. Board of Assessment Appeals – Approval and signature of the Final Order adopting the Hearing Examiner’s denial of the 2019 Greylock Energy LLC Application for Relief and Election Page 6
- 11:15 a.m. Adjourn or Extend Assessment Appeals as per WV State Code §11-3-24b
(i) The board of assessment appeals shall meet as often as necessary until the work of the board is completed: Provided, That the board shall adjourn sine die not later than October 31 of the tax year unless the board, by majority vote, agrees to extend the term if necessary to afford the parties due process and to complete its work, after which it shall adjourn sine die.

Items for Discussion / Action / Approval:

1. Approval and signature of a letter of support for the City of Buckhannon’s application for funding assistance through the WV Department of Transportation – Division of Highway’s Transportation Alternatives Project for the purpose of extending the existing Elizabeth J. “Binky” Poundstone Riverwalk Trail system. * Page 7
2. Correspondence from Jade Jones requesting permission to utilize the County owned FEMA property located on Camp Road for the purpose of (1) maintaining a garden and (2) serving as a one-time wedding venue next year. Upon approval, Ms. Jones agrees to maintain the property and return the area to its original state. * Page 8-9
3. Review and Approval of Notice of Public Auction. * Page 10
Item may lead to Executive Session per WV Code §6-9A-4(9)

4. Approval of "Request for Bids" for one Super Duty Pickup Truck for the Upshur County Maintenance Department. Sealed bids must be received no later than 4:00 pm on September 30, 2020 at the Administrative Annex located at 91 W. Main Street, Suite 101. Proposals received by the deadline will be publicly opened, reviewed and read aloud by the Commission at 9:05 am on Thursday, October 1, 2020. * Page 11-12
5. Approval of SMIC renewal quote in the amount of \$235.50 for volunteer accident medical insurance for term period October 20, 2020 to October 20, 2021. * Page 13-14
6. Approval and signature of the UniFirst Customer Service Agreement for the Upshur County Maintenance Department. * Page 15-16
7. Approval and adoption of the "Upshur County – Application for Community Use of Buildings, Equipment and Grounds" form. * Page 17
8. Review and signature of correspondence to Ryan Halsey, Project Manager, enclosing Community Development Block Grant – Small Cities Block Grant Request for Payment for the Elkins Road PSD Phase III Water System Improvements in the amount of \$8,246.36. This is for Request for Funds #14. * Page 18-20
9. Approval and signature of the WV CDBG Small Cities Block Grant Program Grantee Debarment Review Certification for the Elkins Road PSD Phase III Water System Improvement Project. * Page 21-22
10. Approval and signature of Federal Aviation Administration Outlay Request Number 1 in the amount of one hundred forty-one thousand six hundred fifty-two dollars (\$141,652) for the Airport Improvement Program Project No. 3-54-0039-034-2020 at the Upshur County Regional Airport in Buckhannon, WV. * Page 23
11. Approval and signature of STOP Violence Against Women (VAWA) Grant Program Contract Agreement, Resolution, Certifications, Revised Standard and Federal Conditions and Assurances. This grant award is in the amount of \$30,000. * Page 24-47
12. Consider Resignation of Employee * Under separate cover
Item may lead to Executive Session per WV Code §6-9A-4
13. Correspondence from Dustin Zickefoose, Assessor, requesting approval to hire Amber Fealy as a full-time Deputy Assessor. Upon approval, Ms. Fealy's full-time employment will become effective Sunday, August 23, 2020 and her pay wage rate will be \$12.50 per hour. * Page 48
Item may lead to Executive Session per WV Code §6-9A-4
14. Correspondence Carrie L. Wallace, County Administrator, requesting the extension of Shelia Adams' temporary full-time employment as an Administrative Assistant in the Commission Office through September 12, 2020. This expense will continue to be charged to the Governor's COVID-19 Block Grant as the need for the position is a result of COVID-19 and was not budgeted as of March 27, 2020. * Page 49
Item may lead to Executive Session per WV Code §6-9A-4
15. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:**(Certain Items May Require Discussion, Action and/or Approval by the Commission)**

1. Upshur County Safe Structures and Sites Enforcement Board Petition for Order --- Case Number 010920-01-02 (Warren Tax District – Tax Map 8D – Parcel Number 12, 13, 14) Page 50

2. Correspondence from Governor Jim Justice announcing the STOP Violence Against Women Act grant award to the Upshur County Commission in the amount of \$30,000. These funds provide for the Team to effectively respond to, investigate and prosecute domestic violence, sexual assault, stalking and dating violence crimes and assist victims throughout the process. Page 51

3. Petco Foundation Animal Welfare Organization funding request, on behalf of the Lewis-Upshur Animal Control Facility, in the amount of \$10,000. If awarded, these funds will be utilized to (1) provide immediate veterinary care for animals brought in by the Animal Control Officer or surrendered to the shelter and (2) increase transfer efforts of animals taken to rescues. Page 52-56

4. Recommended Decision of the West Virginia Public Service Commission approving the request to enlarge the territory and boundaries of the Tennerton Public Service District. Page 57-60

5. Upshur County Sheriff's Financial Statement for period ending July, 2020 Page 61-62

6. Lewis-Upshur Animal Control Facility Reports for the months of July, 2020 Page 63-67
 - Adoption Financial Transactions
 - Cat Report
 - Animal Report
 - Animal Control/Humane Officer Animal Report

7. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - Free Paper Shred Event September 12th from 9 a.m. to noon at Crossroads Recycling Center Page 68

 - b) Agendas and/or Notice of Meetings:

• Upshur County Public Library	August 19, 2020	<u>Page 69</u>
• James W. Curry Library/Park Advisory Board	August 26, 2020	<u>Page 70-71</u>
• Elkins Road PSD	September 1, 2020	<u>Page 72</u>
• City Council of Buckhannon	September 3, 2020	<u>Page 73</u>
• Upshur-Buckhannon Board of Health	September 3, 2020	<u>Page 74</u>

 - c) Meeting Minutes:

• Upshur County Family Resource Network	March 9, 2020	<u>Page 75-76</u>
• Upshur County Public Library Board of Trustees	July 15, 2020	<u>Page 77-78</u>
• Upshur County Fire Board	July 21, 2020	<u>Page 79</u>
• James W. Curry Library/Park Advisory Board	July 22, 2020	<u>Page 80-82</u>
• James W. Curry Library/Park Fundraising Committee	July 22, 2020	<u>Page 83</u>

 - d) Meetings:
 - 09/01/20 5:30 p.m. Elkins Road PSD
 - 09/01/20 4:00 p.m. Hodgesville PSD

- 09/03/20 7:00 p.m. Banks District VFD
- 09/03/20 7:00 p.m. City Council of Buckhannon
- 09/03/20 7:00 p.m. Selbyville VFD
- 09/14/20 12:00 p.m. Upshur County Family Resource Network
- 09/14/20 4:30 p.m. Upshur County Solid Waste Authority
- 09/14/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 09/07/20 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 09/08/20 7:30 p.m. Adrian VFD
- 09/03/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 09/16/20 7:00 a.m. Upshur County Development Authority – Executive Board
- 09/09/20 12:00 p.m. Upshur County Senior Center Board
- 09/09/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 09/09/20 7:00 p.m. Warren District VFD
- 09/03/20 3:00 p.m. Adrian PSD
- 09/09/20 3:00 p.m. Tennerton PSD
- 09/10/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 09/10/20 7:30 p.m. Buckhannon VFD
- 09/10/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 09/17/20 6:30 p.m. Upshur County Youth Camp Board
- 09/20/20 6:00 p.m. Washington District VFD
- 09/21/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 09/16/20 4:00 p.m. Upshur County Public Library Board
- 09/18/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 09/15/20 6:30 p.m. Upshur County Fire Board, Inc.
- 09/22/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 09/09/20 7:00 p.m. Ellamore VFD
- 09/16/20 12:00 p.m. Lewis Upshur LEPC
- 09/17/20 2:00 p.m. Upshur County Farmland Protection Board
- 09/23/20 10:00 a.m. James W. Curry Advisory Board
- 09/28/20 7:00 p.m. Upshur County Fire Fighters Association
- 09/09/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 09/11/20 11:00 a.m. Region VI Local Elected Officials

*****NOTICE: All in person county board meetings may resume, effective May 18th; however, teleconference meetings are encouraged and social distancing must be followed. *****

1. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6-30-2020) – Fire Association Representative
- James W. Curry Advisory Board (unexpired term ending 12/31/2020)

******If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or trperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. ******

Tabled Items

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

Next Regular Meeting of the Upshur County Commission
September 10, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

ORDER

At a Regular Session of the County Commission of Upshur County, West Virginia, sitting as the Board of Assessment Appeals, held at the Courthouse thereof, on the _____ day of _____, 2020, the following Order was made and entered:

SUBJECT: BOARD OF ASSESSMENT APPEALS: Greylock Energy, LLC
Tax Years: 2019

On the 21st day of February, 2020, Webster Jay Arcenaux, III, Hearing Examiner, sitting on behalf of the Board of Assessment Appeals upon the agreement of the parties pursuant to West Virginia Code § 11-3-24b, called the matter concerning taxpayer Greylock Energy, LLC ("Greylock"). Greylock sought to dispute its previously assessed tax liability stemming from commercial personal property located within Upshur County for the 2019 Tax Year. The Upshur County Assessor was present and formally opposed the Application for Relief and Election. The Hearing Examiner, hearing the combined appeals for each of Barbour, Randolph, Taylor, and Upshur Counties, found that the issues had been fully heard and analyzed, and issued his ruling on June 17, 2020 **DENYING** Greylock's Applications for Relief and Election (the "Final Order").

WHEREFORE, the County Commission of Upshur County, sitting as the Board of Assessment Appeals, hereby **ADOPTS** the Final Order of the Hearing Examiner in its entirety, and **INCORPORATES** the Final Order as attached hereto.

Terry B. Cutright, President

Samuel R. Nolte, Commissioner

Approved By: _____
County Attorney



Kristie G. Tenney, Commissioner

UPSHUR COUNTY COMMISSION

Upshur County Administrative Annex
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201

Telephone: (304) 472-0535
Telecopier: (304) 473-2802

TDD Numbers
Business: 472-9550
Emergency: 911

September 3, 2020

Honorable Robert N. Skinner, III
Mayor of Buckhannon
City Hall
70 East Main Street
Buckhannon, WV 26201

Re: Elizabeth J. "Binky" Poundstone Riverwalk Trail Extension #4 Construction Phase

Dear Mayor Skinner,

This correspondence serves as our official support of the City of Buckhannon's application for funding assistance through the West Virginia Department of Transportation – Division of Highway's Transportation Alternatives Project for the purpose of extending the existing Elizabeth J. "Binky" Poundstone Riverwalk Trail system, hereinafter referred to as the Project. The 1,930 linear foot extension of the Elizabeth J. "Binky" Riverwalk Trail is a significant milestone in pursuing the long-time goal of both the City of Buckhannon and the County Commission to extend the trail to the Buckhannon-Upshur Recreational Park.

The expansion of recreational offerings not only boosts our economy through additional tourism, but also provides a secure economic driver for the future by offering an alternative outlet for our youth to lead a healthy lifestyle by providing a safe, accessible area for walking, jogging and/or bicycling. We are in the midst of a drug epidemic in the State of West Virginia and Upshur County is no exception. Therefore, we believe our first defense to combat this epidemic should be an investment in our young people. Recreation not only provides activities for youth and their parents to enjoy while they are growing up here, but also helps to provide a sense of investment in the area and, we believe, increases the likelihood of them staying here in our community to raise their families.

We commend the City of Buckhannon for taking the initiative to spear head this expansion through the submission of their grant application and hope to work together in the future to accomplish this goal.

Sincerely,

Samuel R. Nolte
Commissioner

Kristie G. Tenney
Commissioner

Terry B. Cutright
Commission President

Jade Jones
304-689-1162
102 Camp Road
Buckhannon, WV 26201

2020 AUG 26 A 10:28
Jade Jones
304-689-1162
102 Camp Road
Buckhannon, WV 26201

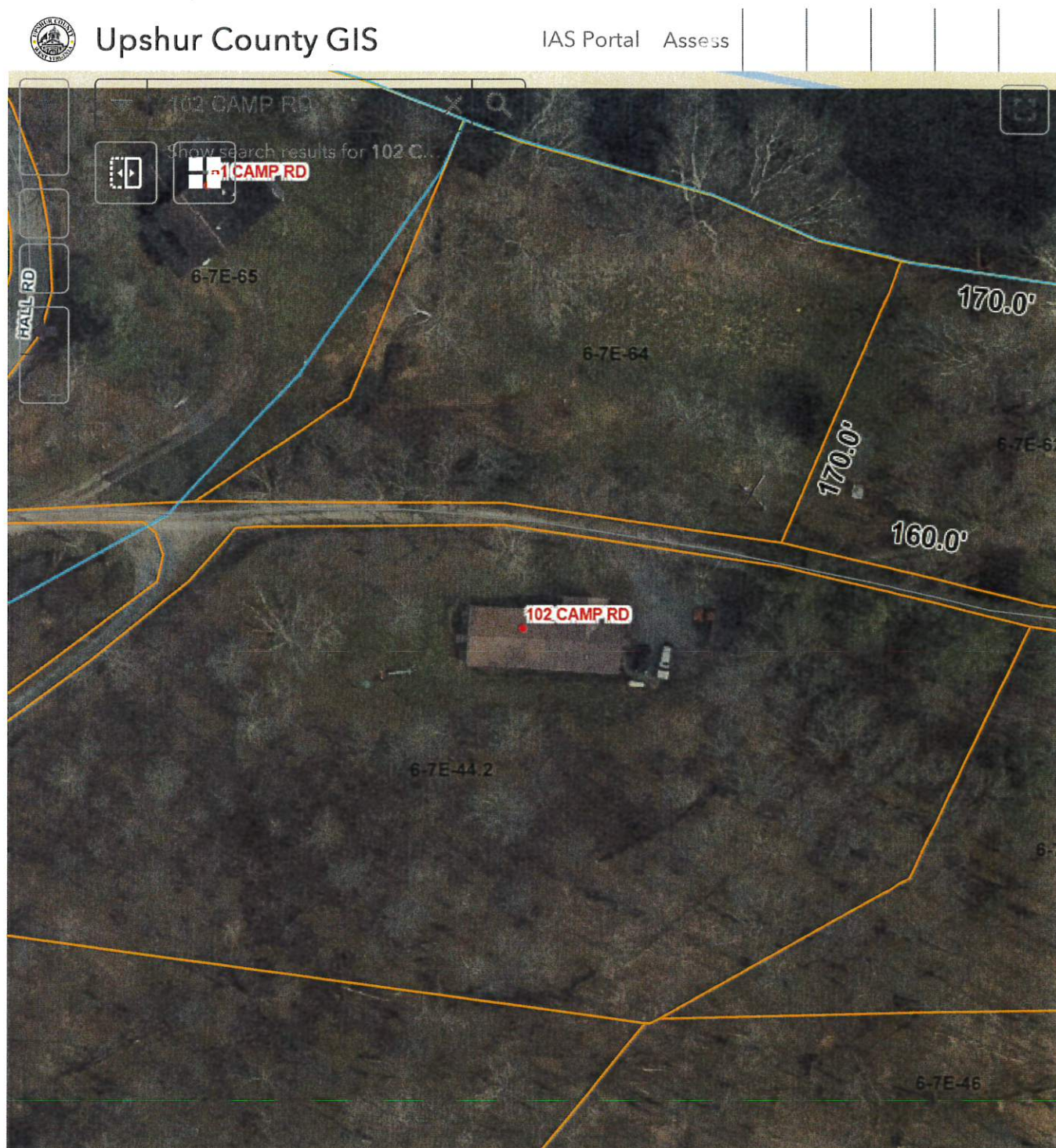
To whom this may concern,

Hello, my name is Jade Jones. I recently bought 102 Camp Road, in Buckhannon, West Virginia in January 2020. This past month a man by the name of Gregory Harris came by my resident and informed me to write a letter to the county commission, regarding the lot **CS 119/3 P-31**. So I'm asking permission to have a garden as well as to keep up with the maintenance including the mowing and weed eating of the property. As well as having a wedding in the next year on the lot that is across from me, which is FEMA property. I will not park or place anything permanent on the land and promise to return the area of the property which the garden is how it was when I moved in. If there are any questions or concerns, my information on the top. Thank you for your time.

Thank you,

A handwritten signature in black ink that reads "Jade Jones". The signature is fluid and cursive, with the first name "Jade" and last name "Jones" clearly distinguishable.

Jade Jones



App State

Click to restore the map extent and layers
visibility where you left off.

**Upshur County Commission
Notice of Public Auction**

Publish: September 8th and September 15th

The Upshur County Commission will be auctioning a 2004 Chevrolet Silverado PK2500HD with 112,634 miles; a 2004 Ford Explorer with 120,481 miles; a 2007 Ford Expedition with 132,707 miles; a 1991 International 4700 LP with 58,863 miles; a 2010 Crown Victoria Police Interceptor with approximately 155,000 miles; a 2012 Ford Expedition with approximately 133,567 miles; a 2010 Ford Expedition with approximately 130,213 miles and a 2006 Fleetwood Mallard Camper. The Commission will be utilizing Public Surplus, the internet based public auction service at www.publicsurplus.com, search keywords "Upshur County Commission". Online bidding will be open from Tuesday, September 8th until 4:00 p.m. on Monday, October 12th. Onsite viewing available by appointment only, please call Brian Shreves at (304) 642-6508 to make arrangements. Winning bid must supply all equipment to transfer the vehicles. All sales are final. Full terms and conditions can be found at www.publicsurplus.com. Please direct any questions to Tabatha Perry at (304) 472-0535 ext. 2 or trperry@upshurcounty.org.

Request for Bids

Maintenance Vehicle(s) – 1 Super Duty Pickup Truck

The Office of the Upshur County Commission is requesting sealed bid proposals for the above referenced vehicle for Upshur County, West Virginia. Minimum specifications for bid are available upon request to clwallace@upshurcounty.org or online at http://www.upshurcounty.org/government/commission_office/bid.php.

Dealers must provide a quote for a 4 x 4 Super Duty Truck with power equipment group and trailer tow package.

The Upshur County Commission reserves the right to award the bid for the vehicle based upon certain criteria, including but not limited to, submitted bid price, availability, proximity to the Upshur County Courthouse, references and/or any other factor determined to be in the best interest for the purchase of the vehicles.

**Any and all sealed bids must be received no later than 4 p.m. on
September 30, 2020 at the following address:**

Office of the Upshur County Commission
Sealed Bid – Maintenance Vehicle
91 W Main Street, Suite 101
Buckhannon, WV 26201

Sealed bids received by the above deadline will be opened, reviewed, and read aloud by the Upshur County Commission at 9:05 a.m. on Thursday, October 1, 2020.

The Upshur County Commission reserves the right to reject any and all bids, in whole or in part, and waive any informality during the bidding process.

Publish: 9/8/2020 and 9/15/2020

MINIMUM VEHICLE SPECIFICATIONS

Maintenance Vehicle(s) – 1 Super Duty Pickup Truck

- 4 x 4
- 6.2 L EFI V8 Engine
- SuperCab/Crew Cab
- Transmission / Auto
- Trailer Tow Package
- 10,000 lb. GVWR Package
- LT245 All Terrain Tires
- Power Equipment Group
- FX4 Off-Road Package
- Air Conditioning
- Full Size Spare Tire and Jack
- AM/FM
- Seat Upholstery -- Vinyl 40/20/40
- Flooring / Vinyl
- Axle – Rear, 4.30 limited slip
- Brake Controller
- Minimum Warranty / 3 Years – 36,000 Miles



An AmWINS Group Company

Special Markets Insurance Consultants, Inc.

1055 Main Street

Suite 101

Stevens Point, WI 54481

T 800.727.7642

F 715.344.6126

August 19, 2020

Renewal Report

Policyholder: Upshur County Commission

Address: 91 West Main Street, Suite 101

Buckhannon, WV 26201

Proposal ID: 39240D

Policy Number: 076316

Agency: Special Markets Insurance Consultants, Inc.

Agent Code: 0005

Dates of Coverage: 10/20/2020 – 10/20/2021

Activity: Volunteers

Accident Medical Benefits - Full Excess

Insurance Company: Gerber Life Insurance Company

Accident Maximum: \$ 25,000 **Deductible:** \$ 100

Dental Expense Maximum: 100% of Reasonable Expenses

Orthopedic Appliance Maximum: 100% of Reasonable Expenses

Physical Therapy Maximum: 100% of Reasonable Expenses

Accidental Death: \$ 10,000

Single Dismemberment: \$ 5,000

Double Dismemberment: \$ 10,000

Premium Basis	Rate	Rate Type	Participants	Total
Volunteering 1-2 Days Only	\$0.50	per participant	125	\$62.50
Volunteering 3-5 Days a Year	\$1.50	per participant	40	\$60.00
Volunteering 6 or More Days a Year	\$3.00	per participant	26	\$78.00

Fees

Policy Administration Fee (non-commissionable): \$35.00

Renewing Premium: \$235.50

Minimum Premium of \$200.00 and Policy Fee, if applicable, are fully earned.

In California:

SMIC Insurance Agency, Inc. | License #0787966

An AmWINS Group Company

Special Markets Insurance Consultants, Inc.

1055 Main Street, Suite 101
 Stevens Point, WI 54481
 Phone: (715) 344-2281 ext 6121
 Fax: (715) 344-6126

Tabatha Perry

Upshur County Commission
 91 West Main Street, Suite 101
 Buckhannon, WV 26201

PREMIUM NOTICE

Invoice Number: 160028
 Invoice Date: 8/28/2020

This is your only notice of premium due. If premium is not received by 10/20/2020, your policy is CANCELED effective 10/20/2020 for nonpayment of premium.

Description	Amount
Policyholder: Upshur County Commission	
Underwritten by: Gerber Life Insurance Company	
Policy Period: 10/20/2020 - 10/20/2021	
Policy Number: 48-076316-0005	
Premium Calculation:	
Policy Administration Fee (non-commissionable)	= \$35.00
125 participants X \$0.50 (Volunteering 1-2 Days Only)	= \$62.50
40 participants X \$1.50 (Volunteering 3-5 Days a Year)	= \$60.00
26 participants X \$3.00 (Volunteering 6 or More Days a Year)	= \$78.00
Total Due:	\$235.50
Less premium received:	\$0.00
Balance Due:	\$235.50

Payment Methods

Check: Mail to Special Markets Insurance Consultants, Inc., 1055 Main St Ste 101, Stevens Point, WI

Credit Card: Call 1-800-727-7642 ext 6121
 Service charge of 2.9% + \$0.30 transaction fee added by payment processor.

eCheck: Call 1-800-727-7642 ext 6121
 \$2.99 flat service charge added by payment processor.

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Upshur County Maintenance Department LOC. NO. 071
ADDRESS 40 Chancery Street ROUTE NO. _____
Buckhannon WV 26201 DATE 8/25/2020
PHONE (304) 472-6717 or (304) 613-1801 SIC/NAICS 9121

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
Short Sleeve Micro Check Shirt 04UM26	9.01	1	3	33	.19	S	6.27	
UniSport Micro Polos 05MM56	13.15	1	2	22	.19	S	4.18	
SofTwill Cargo Pants 10AI31	13.65	1	3	33	.28	S	9.24	
Women's Work NMotion Pants 12AG31	13.53	1	2	22	.28	S	6.16	
Ongoing emblem		1	5	55	.03		1.65	
Ongoing Service		1	5	110	.03		3.30	
GPP		1	5	110	.12		13.20	
Minimum weekly charge applies, equal to 75% of the initial weekly install value.							44.00	

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	N/A
Special cuts per piece	N/A
Restock/Exchange per piece	N/A
Automatic Wiper Replacement	N/A
Automatic Linen Replacement	N/A
DEFE (See description on reverse side)	2.85

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS
*Pursuant to W.Va. Code §11-8-26, the Commission reserves the right to terminate this contract within thirty (30) days of laying the levy for the aforementioned fiscal years if funds are not appropriated. The Commission shall provide such notice of termination in writing to the Vendor". JC

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: Dustin Todd 8/24/2020
SALES REP (Print Name) DATE

ACCEPTED: _____
CUSTOMER (Signature) DATE

ACCEPTED⁵: _____
LOCATION MANAGER (Signature) DATE
John Cale (Location Manager)
LOCATION MANAGER (Print Name and Title)

CUSTOMER (Print Name and Title)
EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

⁴ All returned checks and declined credit/debit cards subject to \$36 processing fee.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUO000SAG, other goods and services, or by 6%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers;

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging¹ is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

¹ Poly-bag services (hour additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"); then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature _____ Date _____ (I have read and agree to all of the above Terms.)

INSTRUCTIONS:

1. All information must be furnished before application can be processed.
2. Application must be filed with the County not less than ten (10) working days before intended use.

Organization _____ Location Requested _____

Address _____ Date Application Filed _____

Contact Person _____ Office Phone _____
(Present Duration of Rental)

Address _____ Home Phone _____

Date(s)/Time(s) of Activity _____

Type of Activity _____

Special Equipment Desired: _____

Names of Performing Groups (if not your group) _____

The undersigned and the above-named organization, jointly and severally, agree to be responsible for the terms of this agreement, including the payment of all expenses associated with the event, damages to premises and further agree to indemnify and hold Upshur County, its agents, servants, and employees harmless from any legal liability, injury or damage to any person or property in connection with the use of the County property. The undersigned certifies that he/she has read and understands the rules and regulations of the Upshur County for Community Use of County Property and that such rules and regulations will be enforced. The Upshur County must be named as an additional insured on the Organization's general liability policy with a minimum \$1,000,000 limit of general liability coverage. A Certificate of Insurance naming the Upshur County Commission as an "additional insured" must be provided with this application.

Name of Group/Organization	Signature of Contact Person	Position	Date
----------------------------	-----------------------------	----------	------

Certificate of Insurance Attached Yes / No

County Named Add'l Insured Yes / No

Expiration Date _____

Following the activity, a facility/grounds inspection will occur. The renter is responsible for any damage or vandalism that did occur during the duration of the activity.

Approved _____ Disapproved _____

Approved By:

UPSHUR COUNTY COMMISSION
Upshur County Administrative Annex
91 West Main Street, Suite 101 • Buckhannon, West Virginia 26201
Equal Opportunity Employer (EOE)

Telephone: (304) 472-0535
Telecopier: (304) 473-2802

TDD Numbers
Business: 472-9550

September 3, 2020
CDBG Project Manager
West Virginia Development Office
1900 Kanawha Boulevard East
Building 3, Suite 700
Charleston, WV 25305-0311

**RE: Upshur County Commission—Elkins Road PSD Phase III Water System Improvements
Small Cities Block Grant Project #16SCBG0008
Request for Funds #14**

Dear Mr. Halsey:

In accordance with the drawdown procedures established by the State, this letter of transmittal contains a progress report on the above-referenced project to support the enclosed Request for Payment:

1. **Engineering**—Engineering services and inspection started in mid-July for the contracts on site. Amount requested is \$8,246.36.
2. **Construction**— Construction contracts #3 and #4 started construction in mid-July with contract #3 (AJ Burk) being approximately 16% complete and Contract #4 (Chojnacki) being approximately 19% complete. Amount requested is \$0.00.

The total amount of this request is \$8,246.36. If you have any questions or comments, please contact our project administrators at 304-472-6564.

Sincerely,

Terry B. Cutright
President

Enclosure

**Community Development Block Grant - CDBG Program
REQUEST FOR PAYMENT**

TO: West Virginia Development Office
Building 3, Suite 700
1900 Kanawha Boulevard, East
Charleston, WV 25305-0311
304-558-2234 304-558-3248

FROM: Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201

Project Name:	Elkins Road PSD Phase III Water System Improvements			Project #:	16SCBG0008	
Invoice Number:	173858-14			% of Project Complete:	10.8%	
Time Period Covered by this Request:				4/1/2020	TO	9/3/2020
Amount of CDBG Funds on hand at the time of this Request:				\$ -		
COST CATEGORIES	APPROVED BUDGET AMOUNT	AMOUNT REQUESTED TO DATE	AMOUNT REQUESTED THIS DRAW	TOTAL AMOUNT REQUESTED	AMOUNT DISBURSED TO DATE	BALANCE
Administration	\$ 19,433.65	\$ 19,433.65	\$ -	\$ 19,433.65	\$ 19,433.65	\$ -
Arch/Engineering	\$ 277,306.00	\$ 134,240.56	\$ 8,246.36	\$ 142,486.92	\$ 134,240.56	\$ 134,819.08
Land Acquisition	\$ -		\$ -	\$ -	\$ -	\$ -
Construction	\$ 1,203,260.35	\$ -	\$ -	\$ -	\$ -	\$ 1,203,260.35
Permits/Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL:	\$ 1,500,000.00	\$ 153,674.21	\$ 8,246.36	\$ 161,920.57	\$ 153,674.21	\$ 1,338,079.43
Less Income						
TOTAL:	\$ 1,500,000.00	\$ 153,674.21	\$ 8,246.36	\$ 161,920.57	\$ 153,674.21	\$ 1,338,079.43

PROGRESS REPORT: REQUEST FOR PAYMENT WILL NOT BE PROCESSED WITHOUT DETAILED PROGRESS REPORT

Engineering—Engineering services and inspection started in mid-July for the contracts on site. Amount requested is \$8,246.36.

Construction— Construction contracts #3 and #4 started construction in mid-July with contract #3 (AJ Burk) being approximately 16% complete and Contract #4 (Chojnacki) being approximately 19% complete. Amount requested is \$0.00.

I certify costs claimed by this report are correct and just and based upon actual requirements; that work and services are in accordance with the approved project agreement; and that work and services are satisfactory and consistent with the amount claimed. Supporting documents are attached to verify costs claimed and are available locally for audit and inspection. City, county, or other direct recipients of funds are not involved in any court litigation or lawsuit involving any applicable laws contained in the grant contract.

Chief Elected Official - Original Signature Required

Date

Print or Type Name & Title: Terry B. Cutright, Upshur County Commission President

CDBG Invoice Summary-Engineering

Period Covered by Request

4/1/20-9/03/20

	Vendor	Invoice #	Description	Inv Date	\$
1.	Chapman Technical Group	0018641	Professional Services: April 19, 2020 to May 30, 2020	5/31/2020	\$ 1,927.50
2.	Chapman Technical Group	0018698	Professional Services: May 31, 2020 to June 27, 2020	6/30/2020	\$ 357.75
3.	Chapman Technical Group	0018736	Professional Services: June 28, 2020 to July 25, 2020	7/31/2020	\$ 5,961.11
4.					\$ -
5.					\$ -
6.					\$ -
7.					\$ -
8.					\$ -
9.					\$ -
10.					\$ -
11.					\$ -
12.					\$ -
13.					\$ -
14.					\$ -
15.					\$ -
16.					\$ -
17.					\$ -
18.					\$ -
19.					\$ -
20.					\$ -
ENGINEERING TOTAL					\$ 8,246.36



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard East • Charleston, WV 25305-0311
 (304) 558-2234 • (800) 982-3386 • WVDO.org

**West Virginia CDBG Small Cities Block Grant Program
 Grantee Debarment Review Certification**

Grantee	Upshur County Commission	Project Number	16SCBG0008
Project Name	Elkins Road PSD Phase III Water System Improvement Project		
Address	91 West Main Street, Suite 101	Phone	304.472.0535
City	Buckhannon	State	WV
		Zip Code	26201

Debarment Review Completed By	Cary A. Smith
Title of Reviewer	Project Manager
Reviewer's Organization	Region VII Planning & Development Council
Chief Elected Official	Terry B. Cutright
Title of Chief Elected Official	President, Upshur County Commission

By signing this certification, both the Reviewer and the Chief Elected Official certify all necessary actions were taken to complete the debarment check and that the grantee listed above is not suspended or debarred from conducting business with, or receiving funding from, the United States government.


 Signature of Reviewer

5/12/2020
 Date

Signature of Chief Elected Official

Date

*Please submit a copy of this Certification to the West Virginia Development Office.
 Keep the original, signed Certification in the CDBG project file.*

For additional information, please call the WVDO at 304.558.2234.

West Virginia CDBG-Small Cities Block Grant Program CONTRACTOR DEBARMENT REVIEW CERTIFICATION

SAM.gov and State Certification Regarding Debarment and Suspension Instructions

All CDBG-Small Cities Grantees will be required to conduct debarment reviews on all sub-recipients and contractors receiving CDBG funds. These checks will be completed by using the form provided. The completed form should be placed in your CDBG records in a separate folder. Two reviews are required:

1. Federal System:

Grantees should use the System for Award Management (SAM) website, www.sam.gov, to determine if the potential contractor is excluded from receiving Federal contracts.


2. State System:

Grantees should use the Division of Purchasing website to determine if the potential contractor is excluded from receiving State contracts.
www.state.wv.us/admin/purchase/Debar.html.

For proposed sub-recipients, the checks must be completed prior to submission of the application. Upon award of grant funds, reviews must be completed prior to signing a contract for services.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS		OMB Number 4040-0011 Expiration Date: 02/28/2022	
		1. TYPE OF REQUEST [] FINAL [X] PARTIAL	2. BASIS OF REQUEST [X] CASH [] ACCRUAL
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED Federal Aviation Administration		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 3-54-0039-034-2020	5. PARTIAL PAYMENT REQUEST NO. Request #1
6. EMPLOYER IDENTIFICATION NUMBER 30-0733276	7. RECIPIENT ACCOUNT OR OTHER IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REPORT FROM: (MONTH / DAY / YEAR) May 13, 2020 TO: (MONTH / DAY / YEAR) August 13, 2020	
9. RECIPIENT ORGANIZATION Name: Buckhannon Upshur Airport Authority No. and Street: P.O. Box 1042 City, State and ZIP Code: Buckhannon, West Virginia 26201		10. PAYEE (Where check should be sent if different than item 9) Name: No. and Street: City, State and ZIP Code:	
11. COMPUTATION OF AMOUNT OF REIMBURSEMENT / ADVANCES REQUESTED			
PROGRAMS / FUNCTIONS / ACTIVITIES	(a) Budget	(b) Total to Date	(c) Previously Requested Total This Period
a. Administrative expense	\$5,000.00	\$4,016.94	\$0.00 \$4,016.94
b. Preliminary Expense	\$0.00	\$0.00	\$0.00 \$0.00
c. Land, structures, right-of-way	\$0.00	\$0.00	\$0.00 \$0.00
d. Architectural engineering basic fees	\$32,549.00	\$26,904.80	\$0.00 \$26,904.80
e. Other Architectural engineering fees	\$0.00	\$0.00	\$0.00 \$0.00
f. Project Inspection fees	\$16,987.00	\$6,860.00	\$0.00 \$6,860.00
g. Land Development	\$0.00	\$0.00	\$0.00 \$0.00
h. Relocation expenses	\$0.00	\$0.00	\$0.00 \$0.00
i. Relocation payments to individuals and businesses	\$0.00	\$0.00	\$0.00 \$0.00
j. Demolition and removal	\$0.00	\$0.00	\$0.00 \$0.00
k. Construction and project improvement costs	\$134,197.00	\$103,870.62	\$0.00 \$103,870.62
l. Equipment	\$0.00	\$0.00	\$0.00 \$0.00
m. Miscellaneous cost	\$0.00	\$0.00	\$0.00 \$0.00
n. Total Cumulative to Date (sum of line a. through line m.)	\$188,733.00	\$141,652.36	\$0.00 \$141,652.36
o. Deductions for program income			
p. Net cumulative to date (line n. minus line o.)			
q. Federal share to date			
r. Rehabilitation grants (100% reimbursement)			
s. Total Federal Share (line q. plus line r.)	\$188,733.00	\$141,652.36	
t. Federal payments previously requested		\$0.00	
u. Amount requested for reimbursement			\$141,652.00
v. Percentage of physical completion of project		75%	
12. CERTIFICATION			
I certify that to the best of my knowledge and belief the data above is correct and that all outlays are made in accordance with the grant condition or other agreement and that payment is due and has not been previously requested.	RECIPIENT	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	DATE REPORT SUBMITTED 8/25/2020
		TYPED OR PRINTED NAME AND TITLE Richard C. Clemens President, Buckhannon Upshur Airport Authority	TELEPHONE (304) 472-9437
	Representative certifying to line 11v.	SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE SIGNED
		TYPED OR PRINTED NAME AND TITLE Terry B. Cutright President, Upshur County Commission	TELEPHONE (304) 472-0535



State of West Virginia
OFFICE OF THE SECRETARY DEPARTMENT OF HOMELAND SECURITY
Division of Administrative Services, Justice and Community Services

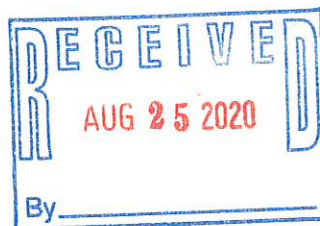
1124 Smith Street, Suite 3100
 Charleston, WV 25301
 (304) 558-8814

JEFF S. SANDY, CFE, CAMS
 CABINET SECRETARY

JENNIFER A. WILSON
 DIRECTOR

August 25, 2020

The Honorable Terry Cutright
 President
 Upshur Co Commission
 38W Main St Rm 302
 Buckhannon, WV 26201



Re: Approved Funding – \$30,000.00
 STOP Violence Against Women Act (VAWA) Grant Program
 Project Number: 19-VAW-023

Dear Commissioner Cutright:

Congratulations on your recent **STOP Violence Against Women Act (VAWA)** Grant Award. Enclosed you will find:

- A Contract;
- A Sample Resolution;
- Revised Standard and Federal Conditions and Assurances;
- A Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
- EEOP Certification – Two (2) forms – one completed form to the Office for Civil Rights and one completed form returned to the Division of Administrative Services, Justice and Community Services Section (signed by Authorized Official)

To formalize your acceptance of this grant award, please sign the contract, certification, Conditions and Assurances and affect a resolution (if necessary) and return the **originals** to this office by **September 11, 2020**.



The Honorable Terry Cutright
August 25, 2020
Page 2 of 2

Additional information regarding the administrative procedures that govern this grant program will be sent directly to your designated Project Director in the near future. In the interim, should you have questions concerning the contract or other enclosures, please contact me at (304)558-8814, Extension 22417, or via email at Samantha.L.Morse@wv.gov. I look forward to working with you on this project and feel confident that our efforts will prove tremendously beneficial to the State of West Virginia.

Sincerely yours,



Samantha L. Morse
Justice Program Specialist

SLM/amw

C: Mr. Bryan S. Hinkle (*all attachments*)
Grant File (*all attachments*)
Enclosures

GRANT CONTRACT AGREEMENT
BETWEEN
DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE AND COMMUNITY SERVICES SECTION
AND

Upshur Co Commission

19-VAW-023

This **AGREEMENT**, entered into this **20th Day of August 2020**, by the Deputy Director of the Division of Administrative Services, Justice and Community Services Section, hereinafter referred to as "JCS", and the Upshur Co Commission, hereinafter referred to as "Grantee."

WHEREAS, JCS is the recipient of a STOP Violence Against Women Program Grant from the United States Department of Justice, and

WHEREAS, the Grantee is an eligible applicant who is desirous of receiving funds: **These funds provide for the team to effectively respond to, investigate and prosecute domestic violence, sexual assault, stalking and dating violence crimes and assist victims throughout the process.**

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The Grantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. JCS agrees to assist the Grantee to perform such tasks and functions as set forth in the application, which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Grantee shall do, perform, and carry out in a satisfactory and proper manner as determined by JCS all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Grantee will commence its duties under the Agreement on **July 1, 2020** and shall continue those services/activities until **June 30, 2021**. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.
5. In consideration of the services rendered by the Grantee, the sum of up to **\$30,000.00** shall be obligated by JCS and said amount shall be deemed to be the maximum compensation to be received for this Agreement unless a written modification is entered into between the parties amending this Agreement.
6. It is the understanding of all parties to this Agreement that JCS by joining in the Agreement does not pledge, or promise to pledge, the credit of the State of West Virginia, nor does it

promise to pay all of the compensation hereunder from monies of the Treasury of the State of West Virginia.

7. It is the understanding of all parties to this Agreement that JCS has determined that the Grantee **will not** receive an upfront scheduled allocation of funds.
8. If the Grantee is not receiving an upfront scheduled allocation of funds: To be eligible for any and all payments of the grant amount, the Grantee shall submit a Request for Reimbursement of Funds once per month to JCS. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
9. If the Grantee is receiving an upfront scheduled allocation of funds, the Grantee hereby agrees to adopt a schedule of payments dictated by JCS: To be eligible for any and all scheduled allocation of funds of the total grant amount, the Grantee shall submit a Request for Funds to JCS which adheres to the schedule of payments. Upon receipt of said request, JCS shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. Grantee shall submit a fiscal report detailing expenditures to JCS by the twentieth (20th) day of each month.
10. Grantee hereby represents that it possesses the legal authority to contract for this Agreement and that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, motion or similar action which was clearly adopted or passed by the Grantee's governing body; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Grantee is a State agency, the completed application signed by the agency head is sufficient.
11. Grantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that JCS has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
12. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner, obligations under this Agreement, the JCS may withhold payments to the Grantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the JCS reasons for taking said action.
13. JCS and Grantee may from time to time require changes in the scope of services performed hereunder. Grantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation hereunder or work to be performed, which are mutually agreed upon between the parties shall be in writing.
14. If for any reason funds received by JCS are suspended or terminated, in whole or in part, funding for this Agreement shall cease.

15. Grantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to JCS a final report on forms provided by JCS. Said reports shall reflect actual costs incurred or expended during the terms of this Agreement.
16. The parties hereto agree that notice shall be given by personal service or served when mailed certified U.S. Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323
 - b. **Grantee Mailing Address:**

Upshur Co Commission
38W Main St Rm 302
Buckhannon, West Virginia 26201
17. The Grantee shall hold and save JCS and its officers, agents and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the Grantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

Terry Cutright, President
Upshur Co Commission

Joseph C. Thornton, Deputy Director
Justice and Community Services Section

RESOLUTION

The **Commission** of **Upshur County** met on _____ (date)
with a quorum present and passed the following resolution.

Be it resolved that the **County Commission** hereby authorizes **Terry Cutright**,
President of the **Upshur Co Commission**, to act on its behalf to enter into a contractual
agreement with the Division of Administrative Services, Justice and Community Services
section to receive and administer grant funds pursuant to provisions of the STOP Violence
Against Women Grant Program.

Signed: _____

County Clerk



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019
Revision History: N/A

The following Standard Conditions and Assurances apply to all Grant Programs that the Division of Administrative Services, Justice and Community Services (JCS) Section administers. The application of these Assurances is applicable regardless of the source of funding and/or whether the recipient receives an upfront allocation of funds or is operating under a request for reimbursement process.

All correspondence to JCS, which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **LAWS OF WEST VIRGINIA:** This grant application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by JCS, regardless of the original funding source. At the sole discretion of JCS, this grant can be based on a "reimbursement bases" mechanism, or a mechanism which awards an "upfront allocation" of funds on a quarterly or semi-annual basis. Upon timely notification to the grantee, JCS reserves the express right to commute an upfront allocation mechanism to a request for reimbursement mechanism for a recipient of funds, at any time during a grant period.
2. **LEGAL AUTHORITY:** The applicant hereby certifies it has the legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directly authorizes the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required if applicable.
3. **RELATIONSHIP:** The relationship of the grantee to JCS shall be that of an independent contractor, not that of a joint enterprise. The grantee shall have no authority to bind JCS for any obligation or expense without the express prior written approval from JCS.
4. **COMMENCEMENT WITHIN 60 DAYS:** This project must be operational within 60 days of the project starting date, as specified in the grant contract agreement. If the project is not operational within 60 days of the specified project starting date, the grantee must report by letter to JCS, the steps taken to initiate the project, the reasons for delay, and the expected starting date.

- 5. OPERATIONAL WITHIN 90 DAYS:** If the project is not operational within 90 days of the specified project starting date, the grantee must submit a second statement to JCS explaining the delay in implementation.
- 6. SUSPENSION OF FUNDING:** The grantee acknowledges that acceptance of an award is not a guarantee of funds. Further, by accepting this award, the grantee acknowledges and agrees that JCS may suspend in whole or in part, terminate, or impose other sanctions on any grantee funds for the following reasons:
- Failure to adhere to the requirements, standard conditions, or special conditions and assurances of this program;
 - 60 or more days late in submitting reports;
 - Failure to submit reports;
 - High Risk Grantee as determined by the JCS High Risk Assessment; or
 - Any other cause shown.
- 7. SANCTIONS FOR NONCOMPLIANCE:** In the event of the grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, JCS shall impose such contract sanctions, as it may deem appropriate, including but not limited to:
- Withholding of payments to the grantee until the grantee complies or, if reports are more than 60 days late, the funding for that month is forfeited and may not be recouped or remedied;
 - Cancellation, termination or suspension of the contract, in whole or in part;
 - Refraining from extending any further assistance to the grantee until satisfactory assurance of future compliance has been received;
 - If the grantee is receiving funds on an upfront basis, JCS can commute the transfer of funds mechanism to a reimbursement only process for the remainder of the grant period;
 - If the grantee is receiving funds on an upfront basis and a determination is made by JCS that funds were intentionally or unintentionally misused, misappropriated, misspent or otherwise not consistent with the intents and purpose of the grant, the grantee automatically forfeits any remaining funds from the grant program, and any other awarded funds from any other program, until a satisfactory resolution has been achieved;
 - If a grantee is indebted to JCS for any amount of funds at the close of an applicable quarter, semi-annual or end of a grant period, and the debt is not resolved within 30 days following the close of those periods, the grantee acknowledges and agrees that it is automatically ineligible to receive or apply for funds from JCS for any grant program; and
 - Grantee agrees and acknowledges that under no circumstances may it commute a debt to be applied as matching funds; or, will JCS reduce a future quarterly or semi-annual allotment or future award as repayment of the debt. Repayment must be from a general account or an account unrelated to the grant award.
- 8. ACCOUNTING REQUIREMENTS:** Grantee agrees to record all project funds and costs following generally accepted accounting principles. A unique account number or cost recording

must separate all project costs from the grantee's other or general expenditures. Adequate documentation for all project costs and income must be maintained. Adequate documentation of financial and supporting material must be retained and be available for audit purposes. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources; further, funds received on an upfront basis from JCS for one program may not be comingled with funds received on an upfront basis for another JCS program.

9. **REPORTS:** Regardless of an award being on an upfront or reimbursement basis, each grantee shall submit all reports as JCS requires necessary to the execution of monitoring, stewardship, and evaluation of programmatic and fiscal responsibilities.
10. **WRITTEN APPROVAL OF CHANGES:** The grantee must obtain prior written approval from JCS for all project changes (programmatic, fiscal or otherwise) before those changes are executed.
11. **OBLIGATION OF PROJECT FUNDS:** Funds may not, without prior written approval from JCS, be obligated prior to the effective start date or subsequent to the termination date of the project period. Obligations outstanding as of the project termination date shall be liquidated within thirty (30) days.
12. **USE OF FUNDS:** Funds awarded through JCS may be expended only for the purposes and activities specifically covered by the grantee's approved project scope and budget. By attaching their signature, the grantee recognizes that any deviations from the original grant budget are unallowable.
13. **ALLOWABLE AND UNALLOWABLE COSTS:** Allowable and unallowable costs incurred under this grant shall be determined in accordance with General Accounting Office principles and standards, state guidelines, and federal guidelines pursuant to the specific grant program.
14. **PURCHASING:** When making purchases relevant to the grant, the grantee will abide by applicable State and local laws, which address purchasing procedures by a state or local unit of government or another agency. See 148CSR1 of the West Virginia State Code.
15. **PROJECT INCOME:** All income earned by the grantee as a result of the conduct of this project must be accounted for and included in the total budget. Project income is subject to the same expenditure guidelines established for grant funds by JCS. All grantees must maintain records that clearly show the source, the amount, and the timing of all project income. There is no waiver provision for the project income requirement.
16. **MATCHING CONTRIBUTION:** The grantee will have available, and will expend as required, adequate resources to defray that portion of the total costs as set forth in this application as "match" and as approved by JCS. The applicant assures that the matching funds required to pay the grant portion of the cost of each program and project, for which funds are made available, shall be in addition to funds that would otherwise be made available for the proposed project by the recipients of grant funds and shall be provided on a project-by-project basis. Matching contributions are subject to the same expenditure guidelines as grant funds for this program. All grantees must maintain records that clearly show the source, the amount, and the timing of all matching contributions. In addition, Federal grant dollars from any source may not be utilized as matching funds.

17. **TIME EXTENSIONS:** In general, time extensions will not be granted. Unexpended grant funds remaining at the close of the grant period shall be deobligated. Funds remaining at the end of a project where an upfront allocation will, by the deadline of the final financial and progress report, be remitted back to JCS.
18. **NON-SUPPLANTING:** Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from state grants, recoupment of monies provided under this grant, and civil and/or criminal penalties. The grantee hereby certifies that funds made available under this grant will not be used to supplant other funding sources.
19. **TRANSFER OF FUNDS PROHIBITION:** The grantee is expressly prohibited from transferring funds between any JCS programs. Federal regulations prohibit the commingling of Federal grant funds with funds from other sources.
20. **TRAINING:** For projects involving payment of personnel, JCS reserves the right to require training as a condition of the grant before or at any time during the project period.
21. **PURCHASE OF AMERICAN-MADE EQUIPMENT/PRODUCTS:** To the extent practicable, all equipment and products purchased with state funds made available under this grant should be American-made.
22. **MARKING OF EQUIPMENT:** Grantee will ensure that all equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by Justice and Community Services."
23. **PROPERTY ACCOUNTABILITY:** The grantee shall establish and administer a system to control, protect, preserve, use, maintain, and properly dispose of any property or equipment furnished it, or made available through a grant by JCS. This obligation continues as long as the property is retained by the grantee, notwithstanding the expiration of this agreement. Prior to sale, trade in or disposal of property, disposition instructions will be obtained from JCS. Grantee assures inventory checks will be performed annually or pursuant to guidance promulgated in the Administrative Manual for this program (if applicable), with copies provided to JCS. Property must be used for the intended grant purposes. If the property is not being used in accordance with terms of the grant, said property will revert to JCS.
24. **COMPUTER EQUIPMENT:** Grantees purchasing computer equipment (hardware, software, or peripherals) with grant funds are required to adhere to the established bidding procedures for their respective units of government or agency. To ensure reputable vendors are obtained, grantees may consider utilizing the current applicable State computer contract. Computer equipment must adhere to minimum requirements established by the West Virginia Office of Technology.
25. **LEASE AGREEMENTS:** Grantee agrees to provide JCS with a copy of the lease arrangement if funds are being requested for reimbursement or utilized as match.
26. **PATENTS AND/OR COPYRIGHTS AND RIGHTS IN DATA:** Grantee acknowledges that JCS, or any applicable parent federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for

State or Federal government purposes: (1) the copyright in any work developed under an award or sub award; and, (2) any rights of copyright to which a recipient or sub recipient purchases ownership, in whole or in part, with State or Federal support. Grantee agrees to consult with JCS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

27. **ACCESS TO RECORDS:** JCS, through any authorized representative, shall have access to and the right to examine all records, books, papers, or documents related to the grant and to relevant books and records of contractors.
28. **CIVIL RIGHTS COMPLIANCE:** Grantee will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a); the Victims of Crime Act (34 U.S.C. §20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38. Subrecipients of grants under the Violence Against Women Act (VAWA) of 1994, as amended, are prohibited from discriminating on the basis of sexual orientation or gender identity. These laws collectively prohibit grantees from discriminating on the basis of race, color, national origin, sex, disability, age, religion, sexual orientation and gender identity. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of age, disability, race, color, religion, national origin, or sex against a recipient of funds, the grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and Justice and Community Services Section.
29. **RELIGIOUS ACTIVITIES:** Grantees must ensure that services are offered without regard to religious affiliation and that receipt of services is not contingent upon participation in a religious activity or event. Furthermore, all religious activities must be separate in time or place from the funded project. Participation in such activities by individuals receiving services must be voluntary.
30. **LOBBYING:** Grantee will comply with any and all lobbying provisions and/or restrictions as outlined in the Uniformed Guidelines, Department of Justice Guidelines, and as outlined in §6B-2-5 of the West Virginia State code.
31. **CONFLICT OF INTEREST:** No public official or employee of the grantee agency, who performs any duties under the project, may participate in an administrative decision with respect to the project if such a decision can reasonably be expected to result in any benefit or remuneration to that individual or that individual's immediate family as discussed in the W. Va. Code §§ 6B-1-1 through 6B-3-11).
32. **FREEDOM OF INFORMATION ACT:** All records, papers, and other documents kept by recipients of grant funds are required to be made available to JCS. These records and other documents submitted to JCS and its grantees, including plans and application for funds,

reports, etc., may be subsequently required to be made available to entities under Federal Freedom of Information Act, 5. U.S.C. §552, or Chapter 29B, Article 1 (West Virginia Freedom of Information) of the West Virginia Code. JCS recognizes that some information submitted in the course of applying for funding under this program or provided in the course of its grant management activities, may be considered law enforcement, personnel, juvenile sensitive, or personal or otherwise important to national or state security interests. This may include threat, risk and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures.

While this information under state control is subject to requests made pursuant to the Chapter 29B, Article 1 of the West Virginia Code, **all** determinations concerning the release of information of this nature are made on a case-by-case basis by JCS and may fall within one or more of the available exemptions under the Act.

Grantees must consult applicable federal, state, and local laws and regulations regarding the release or transmittal of information to any entity which may be considered sensitive or protected. Applicants may also consult JCS regarding concerns or questions about the release of potentially sensitive, protected or exempt information applicable to federal, state, and local laws and regulations.

JCS has the authority to release all information which does not meet an exemption to the public without a FOIA.

33. **NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
34. **SUBMISSION/RELEASE OF PUBLICATIONS/PRESS RELEASES:** The grantee must submit one copy of all reports and proposed publications resulting from this agreement to JCS twenty (20) days prior to public release. Any publications (written, visual, sound, or otherwise), whether published at the grantee's or government's expense, shall contain the following statements: "This document [product] was prepared under a grant from the West Virginia Division of Administrative Services, Justice & Community Services Section (or simply "JCS"). Points of view or opinions expressed in this document [product] are those of the authors and do not necessarily represent the official position or policies of the State of West Virginia Division of Administrative Services, Justice & Community Services Section or any entity of the Department of Justice." In addition, the grantee agrees not to utilize the JCS logo without written permission.
35. **JUVENILE JUSTICE & DELINQUENCY PREVENTION ACT:** Grantee agrees to comply with the four core protections under the Juvenile Justice & Delinquency Prevention (JJDP) Act of 1974, reauthorized 2002.
 - Deinstitutionalization of status offenders (DSO).
 - Separation of juveniles from adults in institutions (separation).
 - Removal of juveniles from adult jails and lockups (jail removal).
 - Reduction of disproportionate minority contact (DMC), where it exists.

As well as, 101CSR1 of the West Virginia code. This includes, but is not limited to, completing the annual WV Certification of Non-Secure Facilities and submitting to JCS, if applicable, and submitting a monthly Secure Holding Log, if applicable.

- 36. COLLABORATION W/OTHER FEDERAL AND STATE GRANTS:** Where warranted, this initiative/grantee shall make every effort to support or assist other federally funded or State grant programs in any manner, including but not limited to, providing personnel, supplies, equipment, and any other resources deemed necessary by JCS.
- 37. USE OF DATA/EXCHANGE OF INFORMATION:** With respect to programs related to criminal justice information systems, the grantee agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of integrity and accuracy of data collection. The grantee further agrees:
- a. That all computer programs (software produced under this grant) will be made available to JCS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - b. To provide a complete copy of the computer programs and documentation, upon requests, to JCS. The documentation will include, but not be limited to, system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.
 - c. That whenever possible all application programs will be written in standardized programming languages or will adhere to Open Database Connectivity format for use on general operating systems that can be utilized on at least three different manufacturers of computer hardware with similar size and configuration capabilities.
 - d. To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The Criminal Justice Systems Clearinghouse (916-392-2550) should be contacted to determine availability of software prior to any development effort.
- 38. NATIONAL AND STATE EVALUATION EFFORTS:** The grantee agrees to cooperate with any national and/or state evaluation efforts directly or indirectly related to this program as requested.
- 39. EQUAL EMPLOYMENT OPPORTUNITY PLAN:** The grantee will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR) and JCS. Each grantee certifies that it has executed and has on file an Equal Employment Opportunity Plan which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E; or that in conformity with the foregoing regulations, no Equal Employment Opportunity Plan is required. The grantee further certifies that it has filed an EEO Certification form and, if required, an EEO Utilization Report, through the EEO Reporting Tool at <https://ojp.gov/about/ocr/eeop.htm>.
- 40. VETERANS PREFERENCE:** This program includes a provision that grantees utilizing funds to hire additional personnel, to the extent possible, give suitable preference in employment to military veterans. JCS defines "suitable preference" as the requirement that a grantee agency have in place a mechanism ensuring that veterans are given consideration in the hiring process.

- 41. IMMIGRATION AND NATURALIZATION VERIFICATION:** The grantee agrees to complete and keep on file, as appropriate, applicable Immigration and Naturalization Service Employment Eligibility Verification Forms. These forms are to be used by recipients of state funds to verify that employees are eligible to work in the United States.
- 42. POLITICAL ACTIVITY:** The Hatch Act restricts the political activity of executive branch employees of the federal government, District of Columbia government, and some state and local employees who work in connection with federally funded programs. In 1993, Congress passed legislation that significantly amended the Hatch Act as it applies to federal and D.C. employees (5 U.S.C. §§ 7321-7326). (These amendments did not change the provisions that apply to state and local employees. 5 U.S.C. §§ 1501- 1508.). Please reference West Virginia Code § 29-6-20 for state restricted activities.
- 43. PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantees must support public safety and justice information sharing. The grantee is required to use the Global Justice Data Model specifications and guidelines for this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

To the best of my knowledge the applicant has and will comply with all of the attached Standard Conditions and Assurances.

Authorized Official [please print]: Terry B. Cuthright

Authorized Official Signature: _____

Date: _____



**WEST VIRGINIA DIVISION OF ADMINISTRATIVE SERVICES
JUSTICE & COMMUNITY SERVICES SECTION
FEDERAL STANDARD CONDITIONS & ASSURANCES**

Effective: July 23, 2019

Revision History: N/A

All correspondence to the Division of Administrative Services, Justice and Community Services Section (JCS), which is required and/or occurs as a result or action of any of the following Assurances, or as a result of the administration of any JCS grant program, should be mailed to the following address:

Justice and Community Services Section
1124 Smith Street, Suite 3100
Charleston, West Virginia 25301-1323

1. **CONSULTANT RATES:** Consultant rates in excess of \$650 per day, or \$81.25 per hour, require prior approval by JCS and DOJ is applicable prior to obligation or expenditure of such funds. All contracts must be submitted 90 days prior to training for approval.
2. **FRAUD, WASTE & ABUSE:** Reporting potential fraud, waste, and abuse, and similar misconduct. The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://www.usdoj.gov/oig>.
3. **USE OF GRANT FUNDS TO ENACT LAWS, POLICIES, ETC.:** Grantee understands and agrees that it cannot use any grant funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
4. **LIMITED ENGLISH PROFICIENCY:** Title VI's prohibition of national origin discrimination includes discrimination against individual who are limited in their English proficiency (LEP) because of their national origin. Under Title VI (and the Safe Streets Act), recipients are required to take reasonable steps to ensure that LEP individuals have meaningful access to the recipient's programs and services. Providing "meaningful access" will generally involve

some combination of oral interpretation services and written translation of vital documents. More information can be found at <http://www.lep.gov>.

5. **PUBLIC SAFETY AND JUSTICE INFORMATION SHARING:** Grantee must support public safety and justice information sharing. This grantee is required to use the Global Justice Data Model specifications and guidelines of this grant. Grantee shall publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.
6. **PROGRAM ACCOUNTABILITY – FEDERAL AUDIT REQUIREMENTS:** Federal Office of Management and Budget (OMB) sets forth standards for obtaining consistency and uniformity for the audit of states, local government, and non-profit organizations expending Federal awards. If applicable, this grant shall adhere to the audit requirements set forth at the time of award. (2CFR Part 200 or OMB Circular A-133 – for further information go to OMB Uniform Guidelines at:

https://search.whitehouse.gov/search?affiliate=wh&form_id=usasearch_box&query=Indirect+Costs

§200.501(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub-recipient, approves in advance a program-specific audit.

Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If an audit must be conducted pursuant to the Uniform Guidelines, a copy of the audit shall be submitted to JCS as well as to the Federal clearinghouse.

The Federal clearing house is as follows:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street

Jeffersonville, IN 47132

7. **CONFIDENTIALITY OF RESEARCH INFORMATION:** Research information identifiable to an individual, which was obtained through a project funded wholly or in part with United States Department of Justice program funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
8. **OFFICE OF JUSTICE PROGRAMS (OJP) FINANCIAL GUIDE:** Grantee agrees to comply with the financial and administrative requirements as set forth in the current edition of the DOJ/OJP Financial Guide.
9. **CENTRAL CONTRACTOR REGISTRATION:** Grantee agrees to register with the System for Grants Management (SAM) at www.sam.gov and provide documentation to JCS with application for funding.
10. **DATA UNIVERSAL NUMBERING SYSTEM:** Grantee agrees to acquire a Data Universal Numbering System (DUNS) number, www.dnb.com and provide documentation to JCS with application for funding.
11. **BIDDING PROCEDURES:** Funds for renovation, expansion or construction awarded to grantees or subgrantees, which require the letting of any single contract amounting to \$100,000 or more to a private company or individual shall require: a bid guarantee equivalent to 5% (five percent) of the bid price; the bid guarantee must consist of a firm commitment such as a bid bond, certified check, or negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified after forms are presented to the successful bidder; a performance bond on the part of the 100% (one hundred percent) of the contract price ("Performance bond" means a bond executed in connection with a contract to ensure payments required by all persons supplying labor and materials in the execution of the work provided for in the contract.); a payment bond on the part of the contractor for 100% (one hundred percent) of the contract price. ("Payment bond" is one executed in connection with a contract to ensure payment as required by law, of all persons supplying labor or materials in the execution of the work provided for in the contract.) Recipient/subgrantee is expected to follow the competitive bid process in the award of contracts involving Federal grant funds.
12. **COMPLIANCE WITH FEDERAL PROCEDURES:** Grantee assures compliance with the following where applicable:
 - Part 11, Applicability of Office of Management and Budget Circulars.
 - Part 18, Administrative Review Procedures.
 - Part 20, Criminal Justice Information Systems.
 - Part 22, Confidentiality of Identifiable Research and Statistical Information.
 - Part 23, Criminal Intelligence Systems Operating Policies.
 - Part 30, Intergovernmental Review of Department of Justice Programs and Activities
 - Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures
13. **ADDITIONAL REGULATIONS AND PROCEDURES:** In addition, all grantees must comply with the following applicable federal regulations and/or the United States Department of Justice, Office of Justice Programs - M 7100.1D manual, OMB Circulars No. A-21, A-110, A-122, A-128, A-87, E.O. 12372, Uniform Administrative Requirements for Grants and

Cooperative Agreements 28 CFR, Part 66, Common Rule, and all other applicable Federal regulations, policies, acts and guidelines:

National Environmental Policy Act of 1969 (NEPA).
National Historic Preservation Act of 1966.
Flood Disaster Protection Act of 1973.
Clean Air Act and Federal Water Pollution Control Act Amendments of 1972.
Control Act Amendments of 1972.
Safe Drinking Water Act.
Endangered Species Act of 1973.
Wild and Scenic Rivers Act.
Fish and Wildlife Coordination Act.
Historical and Archaeological Data Preservation.
Coastal Zone Management Act of 1979.
Animal Welfare Act of 1970.
Impoundment Control Act of 1974.
Uniform Relation Assistance and Real Property Acquisitions Policies Act of 1970.
Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended
Death in Custody Act of 2000.

To the best of my knowledge the applicant has and will comply with all the attached Conditions and Assurances.

Authorized Official [please print]: Terry B. Cutright

Authorized Official Signature: _____

Date: _____

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>Upshur County Commission</u>	DUNS Number: <u>028608099</u>
Address: <u>91 West Main St. Ste 101 Buckhannon, WV 26201</u>	
Grant Title: <u>VAWA</u>	Grant Number: <u>19-VAW-023</u> Award Amount: <u>\$30,000</u>
Name and Title of Contact Person: <u>Stephanie Milliron, Assistant Prosecuting Attorney</u>	
Telephone Number: <u>304-472-9699</u>	E-Mail Address: <u>Smilliron@upshurcounty.org</u>

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees. ☐ Recipient is an Indian tribe. ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization. ☐ Recipient is an educational institution. ☐ Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
 certify that _____ [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.
 I further certify that _____ [recipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Terry B. Cutright, Commission President [responsible official],
 certify that Upshur County Commission [recipient],
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
 \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
 twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
 federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
 Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Upshur County Commission [organization],
91 West Main St. Suite 101, Buckhannon, WV 26201 [address].

Terry B. Cutright, Commission President
 Print or Type Name and Title

Signature

9/3/2020
 Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: <u>Upshur County Commission</u>		DUNS Number: <u>028608099</u>
Address: <u>91 West Main St. Ste 101, Buckhannon, WV 26201</u>		
Grant Title: <u>VAWA</u>	Grant Number: <u>19-VAW-023</u>	Award Amount: <u>\$30,000</u>
Name and Title of Contact Person: <u>Stephanie Milliron, Asst. Prosecuting Attorney</u>		
Telephone Number: <u>304-472-9699</u>	E-Mail Address: <u>Smilliron@upshurcounty.org</u>	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Recipient has less than fifty employees.
 ☐ Recipient is an Indian tribe.
 ☐ Recipient is a medical institution.
☐ Recipient is a nonprofit organization.
 ☐ Recipient is an educational institution.
 ☐ Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
 certify that _____ [recipient] is
 not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.
 I further certify that _____ [recipient]
 will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
 services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Terry B. Cutright, Commission President [responsible official],
 certify that Upshur County Commission [recipient],
 which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
 \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
 twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
 federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
 Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Upshur County Commission [organization],
91 West Main St. Ste 101, Buckhannon, WV 26201 [address].
Terry B. Cutright, Commission President [signature]
 Print or Type Name and Title Signature Date 9/3/2020

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
 certify that _____ [recipient],
 which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
 accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
 Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Upshur County Commission, 91 West Main St. Ste 101, Beckham, WV 26201

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Stop Violence Against Women Act

55-6000406

4. Typed Name and Title of Authorized Representative

Terry B. Cutright, Commission President

5. Signature

6. Date

September 3, 2020

INTEROFFICE MEMORANDUM

TO: UPSHUR COUNTY COMMISSION
FROM: DUSTIN ZICKEFOOSE, UPSHUR COUNTY ASSESSOR
SUBJECT: REQUEST FOR EMPLOYMENT OF AMBERY JO FEALY AS DEPUTY ASSESSOR
DATE: AUGUST 29, 2020


Commissioners,

As you are aware, a vacancy was created in the Assessor's Office on 08/28/2020. Amber Jo Fealy has been selected and promoted to the position from part-time to full-time. Amber began employment as a part-time Deputy Assessor in 07/2019.

I greatly appreciate your consideration of this request and I am available to answer any questions you may have.

Thank you.

INTEROFFICE MEMORANDUM

TO: UPSHUR COUNTY COMMISSION
FROM: CARRIE WALLACE, COUNTY ADMINISTRATOR 
SUBJECT: REQUEST FOR EXTENDED EMPLOYMENT OF FULL-TIME TEMPORARY
ADMINISTRATIVE ASSISTANT AS A RESULT OF COVID-19
DATE: AUGUST 27, 2020
CC: DEBBIE HULL, BOOKKEEPER

Commissioners,

I respectfully request the extension of Shelia Adams's temporary full-time employment as an Administrative Assistant in our office through Saturday, September 12th. This expense will continue to be charged to the Governor's COVID-19 Block Grant as the need for the position is a result of COVID-19 and was not budgeted as of March 27, 2020.

I greatly appreciate your consideration of this request and I am available to answer any questions you may have.

Thank you.

Upshur County Safe Structures & Sites Enforcement Board

50

Upshur County Courthouse Annex

91 West Main Street Buckhannon West Virginia 26201

2020 AUG 24 P 1: 54 Phone: (304) 472-0535 Fax: (304) 472-2399

UPSHUR COUNTY CLERK
BUCKHANNON WEST VIRGINIA

August 24, 2020

Richadeen Gardner
828 Wentz Ford Road
Buckhannon, WV 26201

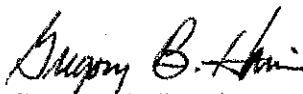
Subj: Petition for Order --- Case Number: 010920-01

The purpose of the Upshur County Safe Structures and Sites Ordinance is to promote the public safety and welfare of the residents of Upshur County. Based upon the numerous visits and investigation of the above referenced property (Warren Tax District -Tax Map 8D - Parcel Number 12,13,14); please be advised that the Enforcement Board would request, pursuant to Article 4 of said Ordinance, an order of the Upshur County Commission requiring clean-up of the property. Specific findings and recommendations would include the following:

- Correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.

Please be advised that unless the property owner or owners would file a written request for a hearing with the Clerk of the County Commission of Upshur County, 40 West Main Street, Room 101, Buckhannon, West Virginia, 26201, within twenty (20) days of receipt of this petition, an order will be issued by the County Commission implementing the above recommendations.

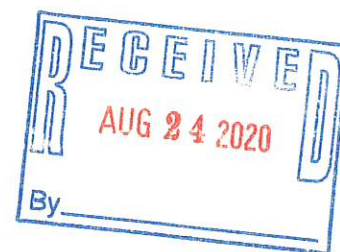
It is the desire of the members of the Enforcement Board that this matter be completed in a manner that is convenient and efficient for all involved parties. Thank you for your assistance and cooperation.


Gregory B. Harris
Compliance Officer





Jim Justice
Governor of West Virginia



August 20, 2020

The Honorable Terry Cutright
President
Upshur Co Commission
38W Main St Rm 302
Buckhannon, West Virginia 26201

Dear Commissioner Cutright:

I am pleased to inform you that I have approved a STOP Violence Against Women Act (VAWA) grant award in the amount of \$30,000.00 to the Upshur Co Commission. These funds provide for the team to effectively respond to, investigate and prosecute domestic violence, sexual assault, stalking and dating violence crimes and assist victims throughout the process.

Please let me know if our Division of Administrative Services, Justice and Community Services' staff or I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, which appears to read "Jim Justice".

Jim Justice
Governor

JJ/amw

c: Mr. Bryan S. Hinkle

Animal Sheltering & Adoptions

Upshur County Commission

R-2008-19570 - Animal Welfare Organization

Amount Requested: \$10,000.00

Status

Submitted

Organization Information

Organization: Upshur County Commission

Primary Contact: Carrie Wallace

Primary Signatory: Carrie Wallace

IMPORTANT: THIS IS A TWO-PART APPLICATION

This application requires that your organization has completed a 2019 **Annual Partnership Report**. This report must be submitted by August 31, 2020 for your grant investment application to be considered. Information about completing the Annual Partnership Report can be found on the Organization's tab on the main dashboard of this site. You will find the Organization section on the left-hand menu.

Completing your Annual Partnership Report by March 30th each year makes your organization eligible for all partner benefits including Adoption Rewards, fast-track disaster relief, and other perks!

Information Verification

Please navigate to the "Organization Info" section of the Fluxx Grants Portal and verify that the following information is correct. *Note: Descriptions of organization types may be found on our Animal Welfare Organization (AWO) Grant Application Instructions available on our website and via the link below:*

AWO Grant Application Instructions

Please Select Your Organization Type: Nonprofit or municipal agency that is responsible for animal control sheltering (legally or contractually obligated or to accept stray dogs or cats)

Is your Executive Officer correctly listed? NO

Executive Officer Name: Terry B. Cutright
Executive Officer title: Commission President
Executive Officer email: trperry@upshurcounty.org

Is your Mailing address correctly listed? : YES

Has your organization submitted the 2019 Annual Partnership Report? YES

Did your organization have a yearly intake of 250 or more animals in the previous year? Yes

Request Details

The Petco Foundation uses the information provided in your application and Annual Partnership Report to evaluate your organization's effectiveness and efficiency against your peers. Please provide a suggested grant investment amount in the box below. Keep in mind that your award, based on our evaluation of your organization, may differ from your suggested amount.

NOTE: Requests may be submitted for any purpose that is expected to result in an increase in your lifesaving results, or other significant positive lifesaving impact for the animals of your community.

▼ Click here for information on requests \$100,000 or above

Investments of \$100,000 or more are considered Lifesaving Impact Awards. Your organization must shelter a minimum of 2,500 animals in order to qualify for an award of this size. These types of investments are very limited and require an additional attachment detailing your lifesaving impact plan. You should not submit a lifesaving impact award request unless your organization has a detailed plan to increase the lifesaving rate in your community. Your plan should provide the history of your organization's efforts to save animals, the current state of animal welfare in your community, the purpose for our investment, and how this investment will increase your future lifesaving efforts, including your specific goals and strategies. Please note, investments at this level involve ongoing reporting to the Petco Foundation, participation in ongoing Petco Foundation activities, and utilization of Petco Foundation marketing toolkits. Upload your plan in the "attachment" section of this application.

\$-10,000.00

Please describe how this investment will help your organization achieve its lifesaving goals and objectives.

Use of Investment:

If awarded, \$9,000 of these funds will be placed into a special account to be utilized for animals that are in need of immediate veterinary care when they are retrieved by the Animal Control Officer or surrendered to the shelter. Currently, only animals with a severe injury or illness (life threatening) are, if sponsored, taken to the veterinarian for minimal treatment to stabilize health until the owner can be notified. If non-life threatening, animals are taken to the shelter and administered pain medicine. If the animals are not claimed by their owner within 5 days, they are then available for adoption. Having the funds available to allow for immediate veterinary care will increase the animals chance of survival and increase the probability of being adopted.

If permissible, a smaller portion of the funds (approximately \$1,000) would be placed into a special mileage reimbursement account for rescues. There is the opportunity for animals to be pulled from the Facility and taken to a rescue which is usually out-of-state; however, the volunteers providing the transportation receive no compensation or mileage reimbursement. If mileage reimbursement was offered, individuals would be more willing to transport animals to rescues, resulting in less over crowding of the facility and a decrease in animals having to be euthanized.

Please provide other important information that may be relevant or important to our consideration of your request. Attachments may be added in the Attachments and Certifications section.

Additional Information:

The expenses of the Facility are split evenly with the Lewis County Commission as the Facility serves both Counties. Each fiscal year, the Upshur County Commission budgets funds for wages and fringe benefits for staff which consists of 3 full-time and 1 part-time employees. Salary reimbursements are made from the dog and kennel fund, which intakes revenue in the form of adoption fees, impoundment fees, donations and fundraising efforts; however, the Facility is still in arrears to the Upshur County Commission in the amount of \$1,491,415.31.

Transfer Partnerships

Provide the names of the top 3 organizations that you transferred animals to in the last calendar year (name of organization, city & state) and the approximate number of animals .

MAS Rescue, Baltimore, MD - approximately 80 animals

Humane Society of Westmoreland, Greensboro, PA - approximately 45 animals

Paws Across Pittsburgh, Springdale, PA - approximately 36 animals

Did your organization transfer in animals from shelters other than your local shelter in the last calendar year? : NO

Lost & Found

In your opinion, what are the top tools your community utilizes to help lost pets find their way home? (choose up to three):

Local animal control organization's Lost & Found page , Facebook local lost and found pages, Other-please indicate

If you selected other, please describe:

Lost Pets of WV

Do you believe we must do better in helping lost pets find their way back to their owners?

Yes

Are existing tools sufficient to help owners find their lost pets or finders of lost pets find the pets owner ?

Yes

Do you believe that a national lost and found database to reunite pets with their owners, utilizing pet facial recognition technology together with a location search would serve to improve return to owner rates and/or decrease the number of stray pets entering the local animal control shelter?

Yes

With the elimination by shelters of breed descriptions, do you believe a pet adoption search utilizing photos to search pets similar would be helpful to shelters and/or adopters?

Yes

Partnership & Recognition

Recognition:

Your recognition of the Petco Foundation to your supporters and within your community encourages Petco customers to feel confident in making a donation to the Petco Foundation at the register when they shop. This fundraising in small amounts (averaging around \$2 per transaction) helps support the Foundation's grant investments program in a way that does not diminish your own fundraising efforts. It's incredible that simply by collecting these small contributions we are able to provide more than \$30 million in investment support each year!

Are you willing to work with the Petco Foundation, Petco, and any other corporate partner or organization designated by the Petco Foundation to recognize and promote this award?

Agree to recognize investment: Yes

If granted, please describe how you will recognize this award from the Petco Foundation:

Describe recognition:

Upon the receipt of donations or grant funding, the Upshur County Commission promotes recognition by announcing the award during a Commission Meeting, which is attended by various local news outlets. The supporting agency/organization is invited to attend for a photo. The local media has a strong social media

presence; therefore, individuals which do not rely heavily on local news stations or newspapers generally see these articles online.

Describe your relationship with the Petco Foundation and/or Petco stores if applicable.

Relationship:

Unfortunately, the closest Petco is located 68 miles (1 hour 4 minutes) away. We were fortunate to receive a Petco grant in 2018.

Documents & attachments

Submission of your request requires the following documents be uploaded in this section. Click the headings below for uploading instructions. Please read the documents required information carefully as failure to upload required documents will result in your application being denied.

▼ Other required documents uploading instructions

To upload:

- Click the plus sign
- Click "add files"
- Select the correct files from your computer
- Use the drop-down menu to add the correct label to each file
- Click "start upload"

Other required documents:

- **IRS Form 990** - All organizations are required to submit their most recent Form 990, excluding schedules. If your organization does not file a Form 990, please attach audited financial statements, if available, or otherwise un-audited financial statements.

Optional documents:

If you are a qualified organization and applying for a **Lifesaving Impact Award**, please upload required document here. If not, other documents commonly associated with requests may include capital campaign materials, sponsorship information, photos or other items. Please limit other documents to those critical to your request.

DOCUMENTS



Wages and Fringe Benefits Budget - General County.pdf

Financial Documents

Added by Carrie Wallace at 2:09 PM on August 21, 2020



Dog and Kennel Revenue FY20.pdf

Financial Documents

Added by Carrie Wallace at 2:09 PM on August 21, 2020



Expenses FY20.pdf

Financial Documents

Added by Carrie Wallace at 2:08 PM on August 21, 2020

DOCUMENTS



FY 19 Financial Statement.pdf

Financial Documents

Added by Carrie Wallace at 2:07 PM on August 21, 2020

Certification

- I certify that the leader of the organization (CEO/Executive Director/President or similar title) has reviewed this application and the accompanying Annual Partnership Report that is a part of this application.
- I certify that I am an officer or authorized representative of the organization submitting this application and that all information on this grant application is true and correct in all material respects.
- I agree that any funds granted will be utilized specifically to accomplish lifesaving objectives.
- I agree on behalf of the organization that as a partner of the Petco Foundation any public messaging that includes information about the Petco Foundation shall promote a positive message about helping animals and saving lives.
- I agree on behalf of the organization that its representatives shall not disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm the Petco Foundation or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Petco Foundation.
- I certify and agree that any and all information submitted is not considered confidential, will become the property of the Petco Foundation, and that the Petco Foundation may use such information as it deems appropriate in its sole discretion.
- *If you cannot agree to these conditions, you may not submit this grant application.*

Select "yes" to agree:

Yes

Are you submitting this application on behalf of a governmental or municipal agency, department or division?

Select "yes" or "no"

Yes

I hereby certify that any grant funds awarded will be utilized and become an additive part of the funding on the animal control sheltering department, shall not supplant or diminish government allocated funds, and shall not be appropriated to the general funds of the municipality.

If you cannot agree to this condition, you may not submit this grant application.

Select "yes" to agree:

Yes

IMPORTANT: After you save your form for the last time it is not submitted until you click the "Submit" button at the bottom of this page. If you have not clicked the "Submit" button, your form is not submitted!

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

Entered: August 11, 2020

CASE NO. 20-0025-PSD-PC

UPSHUR COUNTY COMMISSION,
Buckhannon, Upshur County.

Petition for consent and approval to enlarge the service
territory of the Tennerton Public Service District.



RECOMMENDED DECISION

The request to enlarge the territory and boundaries of the Tennerton Public Service District (TPSD) is approved.

BACKGROUND

On January 13, 2020, the Upshur County Commission (UCC) petitioned for Commission consent and approval to enlarge the boundaries of TPSD consistent with the metes and bounds set forth in its January 9, 2020 Order. UCC attached a number of documents including (i) a copy of the order from UCC approving the enlargement, (ii) an affidavit of publication regarding the UCC order, (iii) an affidavit attesting that UCC posted notice of the proposed merger in at least five locations in or near the impacted area and (iv) a map depicting the new service territory. UCC represented that the area of the proposed expansion is currently unserved by a public sewer system. It filed a revised exhibit on January 14, 2020.

On January 24, 2020, the City of Buckhannon (Buckhannon) petitioned to intervene in this matter. Buckhannon noted that it treats the wastewater transported by TPSD and highlighted an arrearage TPSD owed. Further, Buckhannon has a competing sewer project for the area.

On January 31, 2020, UCC objected to the request from Buckhannon to intervene.

On February 14, 2020, Commission Staff recommended that the Commission grant the request to intervene on a limited basis and direct UCC to provide notice of this matter.

On March 18, 2020, the Commission directed UCC to provide public notice of this matter, granted the request from Buckhannon to intervene on a limited basis and referred this matter to the Division of Administrative Law Judges (ALJ) for a Recommended Decision.

On April 13, 2020, UCC filed proof that it published a notice of this proceeding in a newspaper circulating throughout Upshur County.

On April 16, 2020, Staff recommended that the Commission approve the boundary expansion request from UCC in the absence of public protest.

On May 11, 2020, the presiding ALJ granted the parties ten days to object to the Staff recommendation or to request an evidentiary hearing.

On May 12, 2020, UCC filed a letter concurring with the final Staff recommendation.

On May 19, 2020, Buckhannon requested an evidentiary hearing, arguing that TPSD cannot serve the area within the proposed new boundaries and that granting the Petition is not in the public interest.

On May 20, 2020, UCC filed a letter arguing that the justification for an evidentiary hearing Buckhannon sought is outside of the scope of its intervention. Thus, UCC requested that the Commission decline to schedule an evidentiary hearing and approve its Petition.

On June 1, 2020, the presiding ALJ scheduled this matter for an evidentiary hearing.

On July 10, 2020, UCC served a discovery request on Buckhannon. Buckhannon did not respond.

On July 29, 2020, the presiding ALJ converted the evidentiary hearing to a telephonic hearing.

On August 3, 2020, UCC moved to compel responses to the discovery requests it tendered to Buckhannon on July 10, 2020. The motion was granted. (August 4, 2020 Procedural Order.)

On August 7, 2020, Buckhannon withdrew its objection to the proposed boundary expansion and its hearing request.

Also on August 7, 2020, the scheduled evidentiary hearing was cancelled.

No one from the general public filed a protest or comment regarding this matter.

DISCUSSION

UCC filed for Commission approval of its order enlarging the service territory of TPSD to include an area that is currently unserved by a public sewer utility. In support of the request, UCC filed documentation demonstrating that it complied with the requirements of W.Va. Code §16-13A-2 and Sewer Rule 7.1.¹ UCC also published a public notice of this proceeding. Buckhannon intervened to object to the proposed boundary expansion, but subsequently withdrew its protest. No one from the public objected to the proposed expansion. Staff recommended that

¹ Rule 7.1 of the Rules for the Government of Sewer Utilities, 150 C.S.R. Series 5 (Sewer Rules).

the Commission approve the change, asserting that UCC has complied with the requirements for the boundary enlargement.

Considering the Staff recommendation, the filings UCC submitted and the factors listed in Sewer Rule 7.5, it is reasonable to approve the enlargement of the boundaries of TPSD as requested. The boundary enlargement will encourage the expansion of sewer facilities into areas that are currently unserved. TPSD and Buckhannon are urged to cooperate in providing new service to the area set forth in the Petition.

FINDINGS OF FACT

1. UCC requested Commission consent and approval for enlargement of the boundaries of TPSD in Upshur County. (January 13, 2020 Filing.)
2. UCC (i) provided public notice of the boundary enlargement by publication and posting, (ii) conducted a public hearing and (iii) published notice of the matter again in a newspaper of general circulation in Upshur County. (Id.)
3. No one from the public filed comments and Buckhannon withdrew its protest to the Petition. (Case File Generally, August 7, 2020 Filing.)
4. Staff recommended that the Commission approve the proposed boundary enlargement. (April 16, 2020 Staff Memorandum.)

CONCLUSIONS OF LAW

1. The proposed boundary enlargement advances the public convenience and necessity. (W.Va. Code §16-13A-2, Sewer Rule 7.5.)
2. UCC has complied with the procedural requirements of W.Va Code §16-13A-2 and Sewer Rule 7.1.

ORDER

IT IS THEREFORE ORDERED that the request from UCC to approve the enlargement of the boundaries of TPSD as set forth in its January 9, 2020 Order is granted.

IT IS FURTHER ORDERED that this matter is removed from the Commission docket of active cases on the effective date of the Recommended Decision.

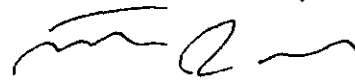
The Executive Secretary is ordered to serve this Order upon the Commission and its Staff by hand delivery, upon all parties of record who have filed an e-service agreement with the

Commission by electronic service and upon all other parties by United States Certified Mail, return receipt requested.

Leave is granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen days of the date of this Order. If exceptions are filed, the parties filing exceptions shall certify that all parties of record have been served the exceptions.

If no exceptions are filed, this Order shall become the Order of the Commission, without further action or order, five days following the expiration of the fifteen day time period, unless it is ordered stayed by the Commission.

Any party may request waiver of the right to file exceptions by filing an appropriate petition in writing with the Executive Secretary. No such waiver, however, will be effective until approved by order of the Commission.



Matthew J. Minney
Deputy Chief Administrative Law Judge

MJM:s:lc
200025ae.doc



Upshur County Sheriff's Financial Statement

For Period Ending: July 2020

FUND NAME	BEGINNING BALANCE	CURRENT MONTH COLLECTIONS	ORDERS ISSUED	BALANCE PER BOOKS
FUND - 001 GENERAL COUNTY FUND	\$ 744,017.15	\$ 600,402.70	\$ (642,076.88)	\$ 702,342.97
FUND - 002 COAL SEVERANCE TAX FUND	\$ 22,425.48	\$ 8,126.58	\$ (19,327.17)	\$ 11,224.89
FUND - 003 DOG AND KENNEL FUND	\$ 13,502.75	\$ 20,829.16	\$ (5,181.25)	\$ 29,150.66
FUND - 004 GENERAL SCHOOL FUND	\$ 17,001.50	\$ 4,311.60	\$ -	\$ 21,313.10
FUND - 005 MAGISTRATE COURT FUND	\$ -	\$ 1,176.00	\$ -	\$ 1,176.00
FUND - 006 WORTHLESS CHECK FUND	\$ 136,408.31	\$ 158.09	\$ -	\$ 136,566.40
FUND - 007 E-911 FUND	\$ 424,154.84	\$ 34,537.18	\$ (62,070.21)	\$ 396,621.81
FUND - 008 HOME CONFINEMENT FUND	\$ 36,294.10	\$ 17,245.32	\$ (600.00)	\$ 52,939.42
FUND - 013 CURRY PARK FUND	\$ 24,823.29	\$ 2,965.17	\$ (2,226.74)	\$ 25,561.72
FUND - 015 CURRY LIBRARY FUND	\$ 18,699.51	\$ 2,480.48	\$ (1,389.87)	\$ 19,790.12
FUND - 018 AIRPORT CONSTRUCTION FUND	\$ 0.10	\$ -	\$ -	\$ 0.10
FUND - 019 UPSHUR COUNTY FIRE FEE FUND	\$ 1,715.09	\$ 60,460.46	\$ (1,665.09)	\$ 60,510.46
FUND - 021 EE HEALTH CARE REIMBURSEMENT FUND	\$ 52,834.98	\$ 891.65	\$ (4,074.20)	\$ 49,652.43
FUND - 039 COAL REALLOCATION FUND	\$ 19,125.39	\$ 0.49	\$ -	\$ 19,125.88
FUND - 052 EMPLOYEE BENEFITS FUND	\$ 537,812.97	\$ 49.74	\$ (7,491.65)	\$ 530,371.06
FUND - 056 ASSESSOR'S VALUATION FUND	\$ 146,567.34	\$ 26,034.08	\$ (5,382.61)	\$ 167,218.81
FUND - 058 UP.CO.FIN.STBL.FUND	\$ 706,404.39	\$ -	\$ -	\$ 706,404.39
FUND - 059 CONCEALED WEAPONS FUND	\$ 20,150.27	\$ 1,105.83	\$ (2,050.00)	\$ 19,206.10
FUND - 063 VOTER'S REGISTRATION FUND	\$ 678.86	\$ 0.01	\$ -	\$ 678.87
FUND - 071 JURY FUND	\$ 13,276.77	\$ 1,763.23	\$ -	\$ 15,040.00
FUND - 073 SPECIAL LAW ENFRMNT INVESTIGATION FUND	\$ 2,486.20	\$ 0.02	\$ -	\$ 2,486.22
FUND - 078 CHILD EXCHANGE & VISITATION FUND	\$ 10,797.00	\$ -	\$ -	\$ 10,797.00
FUND - 079 SPAYING & NEUTERING FUND	\$ 44,642.61	\$ 700.00	\$ (1,800.00)	\$ 43,542.61
FUND - 080 COMM. CORR. FUND	\$ 294,122.92	\$ 90,019.00	\$ (9,673.59)	\$ 374,468.33
FUND - 102 AIRPORT IMP. PROJECT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 104 ELKINS ROAD PSD FUND	\$ -	\$ -	\$ -	\$ -
FUND - 105 ADRIAN PSD WATERLINE PHASE VI FUND	\$ -	\$ -	\$ -	\$ -
FUND - 245 UPSHUR COUNTY WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
FUND - 248 IND. PARK SEWER FUND	\$ 1.00	\$ -	\$ -	\$ 1.00
FUND - 311 DMV LICENSE FUND	\$ -	\$ 57,282.00	\$ (57,282.00)	\$ -
FUND - 312 CRIMINAL CHARGES FUND	\$ -	\$ 655.00	\$ (655.00)	\$ -
FUND - 313 COURT REPORTER FUND	\$ -	\$ 142.14	\$ (142.14)	\$ -
FUND - 314 STATE FINES FUND	\$ -	\$ 403.00	\$ (403.00)	\$ -
FUND - 315 STATE POLICE FUND	\$ 5.00	\$ 1,350.00	\$ (1,350.00)	\$ 5.00
FUND - 316 STATE CURRENT FUND	\$ -	\$ 7,965.16	\$ (7,965.16)	\$ -
FUND - 317 COURTHOUSE FACILITIES IMPROVEMENT FUND	\$ -	\$ -	\$ -	\$ -
FUND - 364 TAX LIEN FUND	\$ 173,214.90	\$ -	\$ (7,259.68)	\$ 165,955.22
FUND - 365 DELQ & NONENT LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
FUND - 366 BOARD OF HEALTH FUND	\$ 377,665.11	\$ 22,698.76	\$ (34,787.04)	\$ 365,576.83
FUND - 369 WV DEPUTY SHERIFF'S RETIREMENT FUND	\$ 675.00	\$ 636.50	\$ (675.00)	\$ 636.50
FUND - 373 SCHOOL CURRENT FUND	\$ -	\$ 623,716.71	\$ (623,716.71)	\$ -
FUND - 374 SCHOOL EXCESS LEVY FUND	\$ -	\$ 316,002.78	\$ (316,002.78)	\$ -
FUND - 375 SCHOOL BOND FUND	\$ -	\$ -	\$ -	\$ -
FUND - 378 CITY CURRENT FUND	\$ -	\$ 74,035.30	\$ (74,035.30)	\$ -
FUND - 379 CITY VOTED LIBRARY FUND	\$ -	\$ 8,884.17	\$ (8,884.17)	\$ -
FUND - 206 COVID 19 FUND	\$ 78,650.13	\$ -	\$ (10,569.27)	\$ 68,080.86
FINAL TOTALS	\$ 3,998,914.49	\$ 1,987,028.31	\$ (1,908,736.51)	\$ 4,077,206.29
BALANCE IN COUNTY DEPOSITORIES AT END OF MONTH:	\$ 5,109,702.76	\$ -	\$ -	\$ -
ORDERS/DEBITS OUTSTANDING:	\$ (3,281,078.10)			
DEPOSITS/CREDITS OUTSTANDING:	\$ 2,246,831.63			
NET BANK BALANCE	\$ 4,075,456.29			
PETTY CASH / CASH DRAWERS	\$ 1,750.00			
CASH SPECIAL INVESTIGATION FUND	\$ -			
ADJUSTMENT	\$ -			
TOTAL IN COUNTY DEPOSITORIES AND OFFICE:	\$ 4,077,206.29			

I, David H. Coffman, Sheriff of Upshur County do solemnly swear that the foregoing is a true and correct statement to the best of my knowledge.

David H. Coffman
 David H. Coffman
 Sheriff & Treasurer, Upshur County

8/24/2020



Upshur County Sheriff's Financial Statement

For Period Ending: July 2020

Bank Balance Listing

BANK NAME	ACCOUNT NAME	BANK BALANCE	OUTSTANDING CHECKS/DEBITS	OUTSTANDING DEPOSITS/CREDITS	BOOK BALANCE
FIRST COMMUNITY BANK					
	GENERAL COUNTY -MMA	\$ 61,256.32	\$ -	\$ 468,990.70	\$ 530,247.02
	COAL SEVERANCE-MMA	\$ 10,224.89	\$ -	\$ -	\$ 10,224.89
	E-911 -MMA	\$ 384,317.12	\$ -	\$ 615.01	\$ 384,932.13
	CURRY PARK-MMA	\$ 23,075.01	\$ -	\$ -	\$ 23,075.01
	CURRY LIBRARY-MMA	\$ 15,917.58	\$ -	\$ -	\$ 15,917.58
	AIRPORT CONSTRUCTION-MMA	\$ -	\$ -	\$ -	\$ -
	ASSESSOR'S VALUATION-MMA	\$ 138,383.15	\$ -	\$ 25,023.87	\$ 163,407.02
	CONCEALED WEAPONS	\$ 19,081.01	\$ -	\$ 125.09	\$ 19,206.10
	GENERAL TAX ACCOUNT-MMA	\$ 1,357,481.77	\$ (1,498,063.63)	\$ 140,581.86	\$ -
	BOARD OF HEALTH-MMA	\$ 123,771.52	\$ (192.01)	\$ 1,124.64	\$ 124,704.15
	UPSHUR CO. FIRE FEE-IBCK	\$ 60,263.57	\$ (125.00)	\$ 371.89	\$ 60,510.46
	UP CO COAL REALLOCAT-IBCK	\$ 19,125.88	\$ -	\$ -	\$ 19,125.88
	EMPLOYEE BENEFITS-IBCK	\$ 530,371.06	\$ -	\$ -	\$ 530,371.06
	SP.LAW ENF.INVESTIG.-IBCK	\$ 2,486.22	\$ -	\$ -	\$ 2,486.22
	COMMUNITY CORR. FUND-IBCK	\$ 355,929.98	\$ (5,486.65)	\$ 24,025.00	\$ 374,468.33
	PARKS/REC CLEARING ACCT	\$ -	\$ -	\$ -	\$ -
	ADDRESSING/MAPPING CLEARING	\$ 135.00	\$ (135.00)	\$ -	\$ -
	GENERAL COUNTY PAYROLL-CK	\$ 46,515.09	\$ (589.99)	\$ 70,663.53	\$ 116,588.63
	TAX CLEARING ACCOUNT	\$ 124,382.16	\$ (137,993.14)	\$ 13,610.98	\$ -
	BOARD OF HEALTH-PAYROLL	\$ 21,699.95	\$ (1,699.95)	\$ -	\$ 20,000.00
	GENERAL COUNTY-CKNG	\$ 145,908.07	\$ (92,150.75)	\$ -	\$ 53,757.32
	COAL SEVERANCE-CKNG	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	DOG & KENNEL-CKNG	\$ 31,476.18	\$ (2,325.52)	\$ -	\$ 29,150.66
	GEN. CO. MISC-CKNG	\$ 22,489.10	\$ -	\$ -	\$ 22,489.10
	WORTHLESS CHECK FUND-CKNG	\$ 136,566.40	\$ -	\$ -	\$ 136,566.40
	E-911 -CNKG	\$ 11,689.68	\$ -	\$ -	\$ 11,689.68
	HOME DETENTION-IBCK	\$ 50,555.42	\$ -	\$ 2,384.00	\$ 52,939.42
	CURRY PARK-CKNG	\$ 3,668.43	\$ (1,181.72)	\$ -	\$ 2,486.71
	CURRY LIBRARY-CKNG	\$ 4,047.54	\$ (175.00)	\$ -	\$ 3,872.54
	AIRPORT CONSTRUCTION-CKNG	\$ 0.10	\$ -	\$ -	\$ 0.10
	ASSESSOR'S VALUATION-CKNG	\$ 6,811.79	\$ (3,000.00)	\$ -	\$ 3,811.79
	VOTER'S REGISTRATION-IBCK	\$ 678.87	\$ -	\$ -	\$ 678.87
	JURY-CKNG	\$ 15,318.41	\$ (278.41)	\$ -	\$ 15,040.00
	SPAY.& NEUTER. DEP. FUND	\$ 43,542.61	\$ -	\$ -	\$ 43,542.61
	AIRPORT IMP. PROJECT-CKNG	\$ -	\$ -	\$ -	\$ -
	ELKINS ROAD PSD	\$ -	\$ -	\$ -	\$ -
	ADRIAN PSD WATERLINE PHASE VI	\$ -	\$ -	\$ -	\$ -
	WELLNESS COMPLEX FUND	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00
	INDUSTRIAL PARK SEWER-CKG	\$ 1.00	\$ -	\$ -	\$ 1.00
	DMV LICENSE FUND-CKNG	\$ 27,711.41	\$ (28,770.50)	\$ 1,059.09	\$ -
	STATE CLEARING ACCOUNT-CK	\$ 135.00	\$ (135.00)	\$ -	\$ -
	STATE POLICE FUND-CKNG	\$ 1,222.66	\$ (1,350.00)	\$ 132.34	\$ 5.00
	GENERAL TAX ACCOUNT-CKNG	\$ 2,124.05	\$ (1,500,187.68)	\$ 1,498,063.63	\$ -
	TAX LEIN FUND-CKNG	\$ 166,615.05	\$ (659.83)	\$ -	\$ 165,955.22
	DELQ & NON-ENTERED LAND	\$ 76,001.53	\$ -	\$ -	\$ 76,001.53
	BOARD OF HEALTH-CKNG	\$ 25,855.82	\$ (5,825.82)	\$ -	\$ 20,030.00
	WVDSRF-CKNG	\$ 576.50	\$ -	\$ 60.00	\$ 636.50
	COVID 19 -CKNG	\$ 68,833.36	\$ (752.50)	\$ -	\$ 68,080.86
	BANK TOTAL	\$ 4,142,006.26	\$ (3,281,078.10)	\$ 2,246,831.63	\$ 3,107,759.79
PROGRESSIVE BANK					
	UP.CO.FIN.STBL.FUND-SV	\$ 706,404.39	\$ -	\$ -	\$ 706,404.39
	EE HEALTH CARE REIMB FUND	\$ 49,652.43	\$ -	\$ -	\$ 49,652.43
	UP.CO.FIN.STBL.FUND-CKNG	\$ -	\$ -	\$ -	\$ -
	CHILD EXCHG & VISIT CTR	\$ 10,797.00	\$ -	\$ -	\$ 10,797.00
	BANK TOTAL	\$ 766,853.82	\$ -	\$ -	\$ 766,853.82
FREEDOM BANK					
	BOARD OF HEALTH-CD 1	\$ 100,421.34	\$ -	\$ -	\$ 100,421.34
	BOARD OF HEALTH-CD 2	\$ 100,421.34	\$ -	\$ -	\$ 100,421.34
	BANK TOTAL	\$ 200,842.68	\$ -	\$ -	\$ 200,842.68
SUMMARY:					
	TOTAL ALL BANKS	\$ 5,109,702.76	\$ (3,281,078.10)	\$ 2,246,831.63	\$ 4,075,456.29
	PETTY CASH / CASH DRAWERS				\$ 1,750.00
	CASH SPECIAL INVESTIGATION FUND				\$ -
	GRAND TOTAL				\$ 4,077,206.29

LEWIS-UPSHUR ANIMAL CONTROL FACILITY		
MONTH OF July 2020		
	UPSHUR	LEWIS
ADOPTIONS		
CASH	\$310	\$100
CHECK	\$30	\$0
E STORE CREDIT CARD	\$155	\$0
SUBTOTAL	\$515	\$100
SPAY/NEUTER DEPOSIT		
CASH	\$400	\$100
CHECK	\$0	\$0
E STORE CREDIT CARD	\$250	\$0
SUBTOTAL	\$650	\$100
BOARD RESCUE		
CASH	\$20	\$30
CHECK	\$0	\$605
E STORE CREDIT CARD	\$10	\$30
SUBTOTAL	\$30	\$665
MICRO-CHIPPING		
CASH	\$13	\$0
CHECK	\$0	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$13	\$0
DONATIONS		
CASH	\$0	\$0
CHECK	\$150	\$0
E STORE CREDIT CARD	\$0	\$0
SUBTOTAL	\$150	\$0

OTHER		
TOTAL	\$1,358	\$865

EXPLANATION:

LEWIS-UPSHUR ANIMAL CONTROL FACILITY REPORT
ACCOUNT OF CATS
JANELLA COCHRAN, SUPERVISOR OF ANIMAL SERVICES
(July) 2020

TRANSACTION	UPSHUR	LEWIS	TOTAL
Cats brought in by City Trapper	4	0	4
Cats brought in by Animal Control Officer	0	0	0
Cats brought in by County Residents	47	6	53
Cats brought in by Law Enforcement	0	0	0
Cats In Drop Box	0	0	0
Cats Quarantined	1	0	1
Cat returned to owner	0	1	1
Cats Escaped	2	0	2
Adoptions:			
With Charge	9	0	9
Without Charge	0	0	0
Rescues:			
With Charge	0	0	0
Without Charge	39	6	45
Euthanasia:			
Owner Request	1	0	1
Other	19	0	19

Janelle Cochran
 Signature

August 3, 2020
 Date

LEWIS - UPSHUR ANIMAL CONTROL FACILITY
ANIMAL REPORT (August 3, 2020)
ACCOUNT OF ANIMALS HOUSED AT THE LEWIS - UPSHUR ANIMAL CONTROL FACILITY
FOR THE MONTH OF (July) 2020

	UPSHUR	LEWIS	TOTAL
TRANSACTION	11	4	15
Dogs brought in by Animal Control Officer	0	0	0
Other Animals brought in by Animal Control Officer	13	5	18
Dogs brought in by County Residents	0	0	0
Dogs brought in by Law Enforcement	0	0	0
Dogs in Drop Box	0	0	0
Dogs Quarantined	7	3	10
Dogs Returned to Owner	0	0	0
Dogs Escaped			
Adoptions:	9	3	12
With Charge	0	0	0
Without Charge			
Rescues:			
With Charge	7	5	12
Without Charge	4	2	6
Euthanasia:			
Owner Request	0	0	0
Other	0	0	0

 Signature

 Date

Jason.Knicely, ANIMAL CONTROL / HUMANE OFFICER

MONTHLY ANIMAL REPORT

~~██████~~ July

TRANSACTION	#
Animals picked up by ACO:	
Dogs	11
Other	
Animals returned to Owner by ACO:	0
Dogs	0
Other	0
Animals Delivered to LUACF:	0
Dogs	15
Other	0
Animals Quarantined by ACO:	0
Dogs	7
Other	0
Animals Terminated:	0
Dogs	0
Other	0
Total Number of Hours Involved	80

Jason Knicely

Signature

Date

~~██████~~ 8/3/20

FREE PAPER SHRED EVENT

Sat., Sep. 12th, 2020 – 9AM to Noon

**Where: Crossroads Recycling Center
Next to Walmart, Buckhannon, WV**

NOTE: MASK REQUIRED

- **Limit of two 13 gallon bags
or two banker boxes.**
- **Upshur County residents only.**

**Sponsored by: Upshur County Solid Waste Authority
Contact: Belinda Lewis, Director; (814) 327-5218**



**UPSHUR COUNTY PUBLIC LIBRARY
Board of Directors Meeting Agenda
Wednesday, August 19, 2020, 4:00 p.m.**

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report – see attachment
- V. Unfinished Business
 - A. Check Signing/Bank account changes
 - B. Parking Lot update
- VI. New Business
 - A. Emergency Plan
 - B. Display Case Policy
- VII. Friends of the Library update – Ann Slaughter
- VIII. Setting date of next Board meeting
- IX. Adjournment

**James W. Curry Library/Park
Advisory Board Meeting
AGENDA**

August 26th, 2020 at 10:00 am

At James W. Curry Public Library

Call to Order

Roll Call

Public Comment Period

Approval of July 22nd, 2020 minutes

Staff Report

Park

Library

Timber

Review/Report

Old Business:

Budget

Appointment of Advisory Board President - Election of Officers

New Business:

Review and signature of correspondence to the Upshur County
Commission encouraging request to Fulton Financial Group for an
additional 10% allocation from the Trust for general operations

Vacant Advisory Board position

**James W. Curry Library/Park
Advisory Board Meeting
AGENDA**

Fundraising Committee at 11:30 am

- Quilt ticket sales
- Glow stick party
- Santa's Workshop
- Light Show
 - Release
 - Event specific fund raiser

ELKINS ROAD PUBLIC SERVICE DISTRICT

72

Agenda

Meeting Regular Monthly Meeting

Start Time 5:00 PM

Date Tuesday, September 1, 2020

Place P.S.D. Office
4536 Old Elkins Rd, Buckhannon

Meeting Called to Order by Chairperson

5:00 PM

Pledge of Allegiance

Roll Call Introduce Board of Directors

Chair/Treasurer-Carey Wagner, Secretary-Larry Heater, Board Member-Sonny Matthews

Introduce Office Staff - Office Manager, Carolyn Douglas; Billing Clerk - Linzy Wilson;

System Operator-David Wamsley

Recognize Current Customers

Approval of Minutes - August 4, 2020 Regular Monthly Meeting

Vote

Treasurer Report/Payment of Bills for September/bal of Aug. Invoices

Vote

ITEMS FOR DISCUSSION

KJ Woody - Alternate Mainline Extension-Fallen Road

Vote

Phase III Extension Project Update

Vote

Invoice payment approval

Update on Project Contracts

Progress Reports

Contract for Region VII Discuss/Approve

Change Order(s) Discussion/Approval

Maintenance Report

Estimating for August & September (Billing)

Date & Time of October 2020 Meeting - Tuesday, October 6, 2020 @ 5:00 pm

Adjournment

Vote

Anyone wishing to address the Board that is not on the agenda will be addressed at the end of the meeting or as time permits in between other items on agenda. Please ask to be added so we can be sure to address you. Thank you for your patience!!!! ☺)

*Rough Draft Prepared by Office Manager August 13, 2020
Prepared by Board Chair and Office Manager August 26, 2020
Posted and Available to the Public on October 2, 2020*

**City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, September 3, 2020**

Channel 3 is Live Streaming our City Council Meetings here:

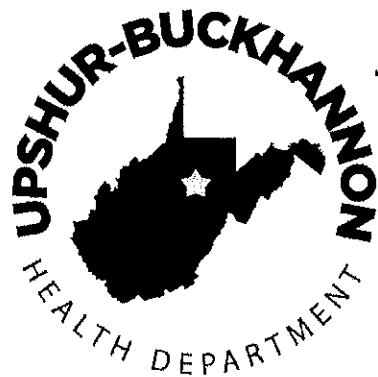
<https://www.facebook.com/ch3buckhannon/>

Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or dropbox behind City Hall.

- A. Call to Order**
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
 - A.3 Mayor's Greetings
- B. Recognized Guests**
 - B.1 Larry Carter-ATV Ordinance No. 301 RE: WV State Law Changes
 - B.2 Henry Philips-BUHS Student Council-Homecoming Parade
 - B.3 Dr. Joseph Reed-Leadership Academy
- C. Department & Board Reports**
 - C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
 - C.2 Public Works Director- Jerry Arnold
 - C.3 Finance Director- Amberle Jenkins
 - C.4 Fire Chief- JB Kimble
 - C.5 City Attorney- Tom O'Neill
- D. Correspondence & Information**
 - D.1 Revised COB Event Request Form Approved by CPWB on 08/27/2020
 - D.2 WV Municipal League Annual Conference September 22-24, 2020-Virtual Platform
 - D.3 FOIA Request-PFFB&P Attorneys at Law-Buckhannon Police Department Case File for G. Bradley
 - D.4 FOIA Request-Law Office of Abigail Benjamin- City Election Campaign Financial Statements for R. Sanders
 - D.5 Report of Cat & Dog Activity-Upshur County Commission-July 2020
 - D.6 Proclamation-Constitution Week September 17-23, 2020
 - D.7 Annual Free Paper Shred Event on 09/12/2020 9am-Noon at Crossroads Recycling Center
 - D.8 Banks District Volunteer Fire Dept-Letter of Request for BFD to be paged & added to first due structure fires
- E. Consent Agenda**
 - E.1 Approval of Minutes-Regular Meeting 08/20/2020
 - E.2 Approval of Building and Wiring Permits
 - E.3 Approval of Payment of the Bills
- F. Strategic Issues for Discussion and/or Vote**
 - F.1 Approval Event Request- BUHS Homecoming Parade on 09/23/2020
 - F.2 Request Sponsorship and Participation with the Leadership Academy
 - F.3 Approval Resolution 2020-10 Budget Revision FEMA Generator
 - F.4 Approval to Accept Police Civil Service Commission List of Eligibles
 - F.5 Approval COB Board Appointments & Committees FY 2020/2021
- G. Comments and Announcements**
 - G.1 Mary Albaugh
 - G.2 Pamela Bucklew
 - G.3 CJ Rylands
 - G.4 David Thomas
 - G.5 Jack Reger
 - G.6 Randall Sanders
- H. Mayor's Comments and Announcements**
- I. Adjournment**

Posted 08/31/2020

Next Regular Scheduled City Council Meeting Thursday, September 17, 2020



Our Health Department is for

Board of Health Meeting Agenda
Thursday, September 03, 2020
6:00pm

- A. Call to Order
 - A.1 Moment of Silence
 - A.2 Pledge to the Flag of the United States of America
- B. Recognized Guests
 - B.1 Angela Brown, Nurse Practitioner, Disability Assessments
- C. Consent Agenda
 - C.1 Approval of the July 16, 2020 Minutes.
 - C.2 Approval of amendment to the May 14, 2020 Minutes.
- D. Financial Report – Melinda Law
- E. Departmental Reports
 - E.1 Environmental - Chris Garrett, RS
 - E.2 Nurse Director – Sue McKisic, RN
 - E.3 Medical Director – Dr. Joseph Reed
 - E.4 Threat Preparedness Report – Patty Thrasher
 - E.5 Administrator's Report – Sue McKisic, RN
- F. Harm Reduction Program – Report from Laura Jones, Milan Puskar Health Right
- G. Correspondence & Information
 - G.1 COVID-19 Updates
- H. Strategic Issues for Discussion and / or vote
- I. Board Member Comments and Announcements
 - I.1 Larry Carpenter
 - I.2 Teresa Kee
 - I.3 Amy Queen
 - I.4 Kessa Thorpe
- J. Board Chairman Comments and Announcements
- K. Executive Session – As needed
- L. Adjournment

POSTED: 08/19/2020

**Upshur County Family Resource Network
General Membership Meeting
March 9, 2020
Meeting Minutes**

Board Members present: Dr. Joseph Reed, Addie Helmick, Jodi McQuillan, Tonya Kittle, Debora Brockleman, Matt Kerner, and Beth Rogers.

Board Members not present: Tina Helmick, Jodie Akers, Rise Hanifan, and Kristie Tenney. Since our last meeting, Phyllis Sembello resigned from the Board.

Staff: Lori Ulderich Harvey and Ginny Dixon

- **Community Members present:** Michelle Talkington (Mountain Heart), Angie Hinchman (Birth to Three), Donna Thomason (Head Start), Mary Blake (SAH-BUMFS), Courtney Pride (CED TBI), Emma Rexroad (UniCare), Nicki Bentley Colthart (Mountain CAP), Kathy McMurray (Mountain CAP), Danielle Torrez (ACHC), Amanda Hayes (Inter-Mountain newspaper), Edgar D. Lewis (Vet rep), Marjorie Burdick (The Health Plan), Anne Chopyak (community), Bruce Whitten (APPI), and Sarah Sienkiewicz (ResCare).

Opening/Invocation: Dr. Joseph Reed, Board chair, welcomed all. Addie Helmick provided our invocation.

Introductions: Introductions were made around the room, each sharing his or her group affiliation where appropriate.

FRN Director's Report: Lori Ulderich Harvey reported on various events both past and upcoming and other information as it relates to the FRN and collaborative agencies and individuals. There is no update at this time on Family First. A couple weeks ago the IMC (Inter-Mountain Collaborative) participated in the AFRN (statewide) meeting, at which they were told that some FRNs aren't turning in their paperwork to DHHR. Healthy Grandfamilies initiative is slated to start in Upshur County in June. SYCC will provide childcare in their facility when meetings are held, or some meetings may be held at SYCC. Currently the committee is looking at the food component; Senior Center provides a Tuesday evening dinner. UCFRN has received a grant of \$750 from Count Me In for census outreach work; on 4/1/20 there will be a Census Party from 10 am to 5 pm at the Upshur County Public Library.

Community Baby Shower: This event is scheduled for Saturday, 3/21/20, and we are still in need of donations.

April – Child Abuse Prevention Month: The FRN has (electric) candlesticks and blue bulbs in the office. Feel free to take what you need to place in office or home windows in April. These came from the Upshur County Courthouse, which has switched to LED bulbs. Proclamation and flag-raising are scheduled with County Commission on 3/26/20 starting at 9:15 am. We need to get pinwheels delivered to county schools, hopefully before the month of April arrives.

Guest Speaker: Courtney Pride, regional social worker with WVU's Center for Excellence in Disabilities' TBI program (traumatic brain injury), began by informing us that March is Brain Injury Awareness Month. We were provided with a brochure and a facts and stats sheet. Courtney covers 11 counties in her work, and she noted that this year their focus is on an educational aspect, working with schools. Concussion is the most common form of TBI. On 3/18 from 5:00-6:30 pm will be the next meeting of a combined support group, stroke victims

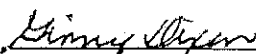
and those with TBI. Courtney shared that those in the military are at higher risk of brain injuries. This year the CED is holding an all-inclusive conference, entitled Mountain State Conference on Disabilities, on 4/14 & 4/15, at Canaan Valley State Park. Courtney concluded by stating that there are no income or age requirements to participate in their program.

Information Sharing:

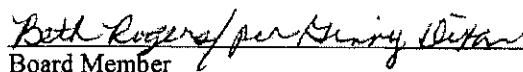
- **Dr. Reed** shared that the general rules of sanitation are appropriate in regards to the corona virus. To date there are zero reported cases of this virus confirmed in WV. For specific information, one should go to the CDC website. He also noted that we should emphasize to families how to deal with the situation in the event that schools and/or businesses are closed.
- **Edgar Lewis** provided a fact sheet for employers on the Medallion Award. The unemployment rates for veterans in January and February were 3.1% and 3.5%, respectively.
- **Beth Rogers** noted that the UCPL will show 2 free movies on upcoming early school dismissal days: Frozen 2 on 3/26, and Jumanji 2 on 4/7, both at 2:30 pm and free popcorn will be available. On Friday, 4/24 the annual ramp dinner will be held from 5-8 pm at the library; cost is \$25 a person, with reservations recommended.
- **Jodi McQuillan** reminded us that Baby and Me Day will take place from 10 am to 1 pm on Sat., 3/14/20, at the Meadowbrook Mall. Also, donations are still be accepted for the 3/21 baby shower, and agencies may still register to participate.
- **Ginny Dixon** shared that a fundraiser for Crosslines and Parish House will take place on 4/15/20 from 4-9 pm; 15% of your total bill at Buffalo Wild Wings will be donated to them, but you must present a ticket or note that you want to support this fundraiser.
- **Debora Brockleman** shared that the Children's Festival's tentative date is 9/12/20.
- **Lori Ulderich Harvey** shared that the Foster Care/Adoption Support Group is having a party at UCPL on 3/16/20; see flyer.

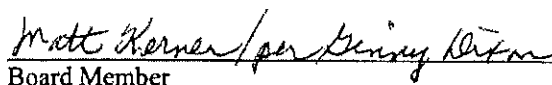
Our next meeting will be April 13, 2020 at 12:00 noon.

Respectfully submitted,



Ginny Dixon, Administrative Assistant
Upshur County FRN


Board Member


Board Member

**Upshur County Public Library Board of Trustees Meeting
July 15, 2020**

The regular meeting of the Upshur County Public Library Board of Trustees was held on Wednesday, July 15, 2020 at 4:00 p.m. at the library. Board members in attendance were Carol Smith, John Haymond, Kenna Leonard, and Linda Riegel. Also in attendance were Paul Norko, Director; Beth Rogers, Assistant Director; Connie Cutright, Business Manager; and Ann Slaughter, Friends of the Library representative.

The minutes of the June 17 meeting were approved on a motion made by John and seconded by Carol.

The financial reports for June were accepted on a motion made by Carol and seconded by John. Connie explained that even though we lost two large amounts of revenue, the Ramp Dinner fundraiser and the Enhancement Grant, we ended the year much better than anticipated. Due to the furloughing of circulation staff for 2 ½ months, the lack of expense associated with the ramp dinner, no traveling to affiliates or meetings, and a huge savings in electric, we recouped the lost revenue.

Director's Report – see attachment

Paul reported that the next step in completing the parking lot is ordering and having the flagpole installed. The staff is working on a design for the circle and Paul has spoken with Ann Ludlow, Master Gardener, concerning plants for landscaping.

Over a year ago, a committee including Michelle, Paul, Beth, and Connie started reorganizing the personnel manual. With Michelle's leaving the board, Paul asked if he, Beth, and Connie could continue reorganizing the manual as they have time, and then bring the completed project to the board for approval. No policies will be changed, just reorganizing what has already been approved. All agreed.

The library received a letter from the First Community Bank concerning a depository bond agreement. After discussion on considering the bond, on a motion made by Carol and seconded by John, the board accepted and approved the Depository Bond of First Community Bank for the Upshur County Public Library, with all terms in full contained within the letter of credit from the First Community Bank for the period July 1, 2020 through June 30, 2021, in the amount of one hundred fifty thousand dollars (\$150,000.00). (copy included)

Paul shared that last winter, the library ran a community survey and several people stated they would like for the library to open earlier. He also reported that there was very little foot traffic between 6:00 and 7:00 in the evening, even before COVID 19. On a motion made by John and seconded by Linda, the board approved changing the hours to Monday – Thursday, 9:30 – 6:30, Friday, 9:30 – 5:00, and Saturday, 9:30 to 2:00. These hours increase our open hours by one due to not changing Friday and Saturday's closing hours.

Ann reported that Amazon Smile has been set up for the Friends of the Library so that anyone can choose to support the Friends when ordering from Amazon.

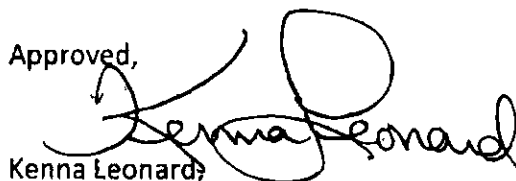
The next meeting will be Wednesday, August 19, 4:00 p.m. at the library.

Approved,



Connie Cutright,
Business Manager

Approved,



Kenna Leonard,
President

I. Facilities issues

A. Friends of the Library garage

- I. Deanna has agreed to clean up the bat-related refuse in the Friends of the Library garage from the months we were closed this year. That is what we are waiting on to take place so we can reopen the garage to patrons for the Friends book sale.

B. New external WiFi hotspot

- I. As part of the Governor's Kids Connect Initiative announced by Governor Justice on August 5, each library in the state is apparently getting a new WiFi hotspot in the parking lot, and that this should be happening "soon." I have very little in the way of details other than that, but it is good to see libraries included in the initiative.

II. WVLN Merger update

- A. We will very possibly be billed \$1,707.19 as our part of the cost of the merger, probably sometime in late November. This figure is an average for each library of the cost by size of collection and size of our patron base, and is part of the \$54,000 total cost it takes to do the upgrades and other necessities involved in the merger.
- B. The libraries that are involved had originally thought that the Library Commission would be able to pay for the total cost of the merger out of some unexpended and restricted funds in the Commission's budget, but we have unable to get the state legislature and Governor's office to approve the transfer of these funds as is needed since COVID-19 hit. There still is a possibility that this may get through the state government and legislature, allowing us not to have to pay for the merger out of our funds, but that is getting to be a slimmer chance of happening by the time we need to pay Innovative.
- C. The former NorLN Libraries (including Upshur County), will be transferring to the new hosted server on or around November 11, 2020. We have been working on getting the server set up the way we want it in the meantime.

III. Digital programming

- A. We had a donation from one of our patrons who is involved with our Book Club. In talking with her, we agreed that the donation will be used to purchase a discounted 1 year subscription to a Zoom account for the library at the Pro level.
- B. This will enable us to have the option of restarting our programming such as the Book Club and our weekly story times in a digital format, so as not to bring additional people into the building for in person events. One of the things we are finding is that many people in our community are uncomfortable with attending in person events, and Zoom allows them to participate in library-sponsored events without leaving their home.

IV. Affiliates

- A. Unable to visit any affiliates this past month. I am, however, planning to restart visits after August 15, as I am trying to give the affiliate directors time to finish filing their annual reports that are due that day. I have one visit scheduled for September 1, and another probably scheduled for September 8.

**Upshur County Fire Board Meeting
July 21, 2020**

Members Present: Joe Gower, Larry Alkire, Kristie Tenney, and Clifton Shaw

Members Absent: Rick Harlow and Tom O'Neill

Others Present: Art Wilson and Toni Newman-Fire Fee Clerk

The Fire Board meeting was called to order by Chairman Joe Gower at 6:30 pm. All motions passed unanimously unless otherwise stated.

The meeting minutes from June 16, 2020, were approved on motion by Clifton Shaw and second by Larry Alkire.

The Fire Fee Clerk reported the 2019 Fire Fees are at 91 percent collected and 2020 fees are at 6 percent collected. The drop box was installed earlier this date. The County Administrator sent receipt for laptop to request payment by the Cares Act. All 2020 Fire Fee Statements were mailed by July 16th 2020.

The checking account balance as of 6/30/2020 was \$74,384.91. The disbursement from the Chief Tax Deputy for the month of June was \$1,615.09

The following invoices were reviewed and approved upon motion by Rick Harlow and second by Clifton Shaw:

- Software Systems---Invoice #33986---Maintenance Charge June---\$206.00
- Upshur County Commission---Reimbursement---Postage---April-June 2020---\$11.60
- Upshur County Commission---Reimbursement---Payroll---April-June 2020---\$6,506.28
- Upshur County Commission---Reimbursement---WVCoRP---\$1,470.00
- Upshur County Commission---Reimbursement---PCard-Office Supplies---\$327.92
- Ralston Press---Printing 2020 Statements---\$2668.85
- My Buckhannon---Online Advertisement---\$300.00

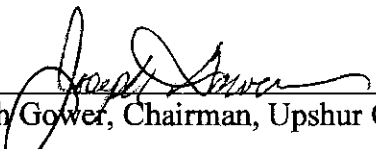
Larry Alkire nominated Joseph Gower for the 2020 Board Chairman position and Rick Harlow for the 2020 Treasurer position. On his motion and second by Kristie Tenney, nominations were closed and those candidates were elected by the Board.

Discussion of options as to what to do with the copier that is no longer needed: libraries, 4H camp, SYC, and churches have been contacted with no response. Clifton Shaw suggested contacting the Pickens VFD. Toni will make contact next business day.

There were two corrective tickets this month approved on motion by Kristie Tenney and second by Larry Alkire. There were 12 exoneration requests approved by the Board.

Other matters to consider: The Board reiterated the need for a replacement for Linn Baxa for his second term beginning July 1, 2020.

There being no further business the meeting adjourned at 7:00 p.m. The next meeting of the Board will be August 18, 2020.


Joseph Gower, Chairman, Upshur County Fire Board


Board Member

James W. Curry Library/Park
Advisory Board Meeting
MINUTES

July 22, 2020 at 10:00 am

At James W. Curry Public Library

The July 22nd, 2020 meeting of the Advisory Board was called to order at 10:08 by Carrie Wallace due to the absence of officers.

Roll Call

Present: Carrie Wallace, Patricia Tolliver, Sara Collins, Tink Lewis, Erv Lake

Absent: Al Lake, Lori Ulderich Harvey

Guests: Terry Cutright, Nate Kennedy

Staff: Jonathan Freeman, Darlene Gregory, Judith Williams

Public Comment Period: There were no public comments for this meeting.

The June 24th, 2020 meeting minutes were reviewed. A motion was made by Erv and seconded by Tricia that the minutes be approved. Motion carried.

Staff Reports

Park: Jonathan reported the pavilion use was up and campers were coming back. There were 2 campers over the 4th of July, several since then and 13 reservations for the Brooks Hill Fair. 2 of those reservations have been cancelled due to COVID-19 concerns. Jonathan reported that he is continuing the sign in again this year with good success. The brush hogging is nearly complete. The mower broke down this week (clutch) and was repaired. Jonathan reported being busy, busy, busy with mowing, mowing, mowing.

Library: Thanks was expressed to Patricia Tolliver for her donation of the book "Hill Women" by Cassie Chambers in memory of Michael Quinn. This is a welcome addition to the collection reflecting many of the attitudes of our rural Appalachian community.

The library numbers are consistent with the same period last year by and large. Although the Summer Reading program is doing well, there is a significant difference in the number of children served, with 2019 being the best year so far for program success and attendance. Despite the pandemic restrictions and challenges, 62 children and 37 adults were served through the Summer Reading program. 120 items were cataloged this period. The pumpkin patch (Wes-Mon-Ty grant) is significantly improved over last month with many plants growing after a 3rd planting and some blossoms evident. The IMLS/Prenda grant continues to be problematic due to home internet access (or lack thereof) and loss of momentum. Hopefully after things solidify with the return to school, we will be able to mount another thrust into reviving the coding club. Quilt raffle ticket sales are doing well in spite of not being able to sell at events due to the pandemic. At last meeting we had \$380.00 in sales. At the time this report was prepared there

James W. Curry Library/Park

Advisory Board Meeting

MINUTES

were \$505.00 in sales. Carrie turned in and additional \$206.00 today bringing the total to \$716.00. After having reduced our social media presence due to pandemic fatigue, we will be increasing it in the near future moving out fund raising efforts online to compensate for not being able to participate in the Brooks Hill Fair and other “social” events per the Governor’s guidelines of fairs, festivals and outdoor concerts. The WeDo 2.0 robots were an even greater success this time with many amazing projects being built. Thanks to NASA IV&V ERC for allowing us to use them this summer for three weeks. Kits will be returning to Fairmont Thursday, July 23rd. To bridge the gap between the end of Summer Reading on August 4th and the scheduled return to school September 8th, we will be hosting “crafter-noons” featuring larger projects that may require more than one visit to complete for our youngsters. Our first project will be building a bird house and decorating it in the “Imagine Your Story” theme. The material and kit preparation were a donation from George and Beverly Fantasia. Additional programming such as Family Storytime, exercise classes, etc. will be reintroduced as circumstances allow.

Timber: The next timber sale is 5 years out. Nate reported that the exodus from metropolitan areas is affecting the timber markets. Weyerhaeuser is running out of OSB on a weekly basis. This is effecting West Virginia and surrounding Mid-Atlantic States. Housing starts are also up due to the exodus from the cities and this trend is expected to continue. This increases the demand for timber. A loss of forests due to building is also affecting the market. West Virginia is still growing 30% more timber than it is harvesting. Nate also reported on white oak prices, driven by the increased demand for barrel staves requiring older trees. He anticipates white oak prices to continue to increase.

Review/Report

Old Business:

Budget: When the budget was reviewed in 2017 Fulton Financial was contacted, requesting an addition 10% of interest from the trust. After explanation from Brenton Hake, Fulton Financial Advisor Vice President and Relationship Manager, regarding the type of trust (private foundation) and the IRS requirement to distribute 5% of the market value per year (interest and corpus if interest does not meet 5%) it was determined to rescind the request although we knew by 2020 the library and park would no longer be self-sustaining.

After careful review, a deficit of \$ 60,000.00 is clearly evident. Carrie proposed asking for an additional 10% although it may not require the full 10% to make up the deficit. We could request a smaller amount (anywhere between 1-10%) asking for the 10% now would keep us from having to repeat the process and paperwork again next year. A motion was made by Erv and seconded by Tink to move forward with a request for an additional 10% distribution of the current market value. A letter will be prepared and on next month’s agenda for review and approval.

The question arose regarding the establishment of a rainy day account with any excess funds. It was noted that in the past there had been issues with that action

James W. Curry Library/Park Advisory Board Meeting MINUTES

because the funds were under the County Commission rainy day fund although accounting clearly distinguished the Curry monies. Excess funds may be held in "contingencies" and will be included in the carryover from year to year.

New Business:

Appointment of Advisory Board President – After some discussion a motion was made by Tink and seconded by Erv to postpone the Election of Officers to next meeting due to Al's declining health. Motion passed.

Erv requested a moment of silence for Mike Quinn.

Meeting adjourned at 10:47 am.

Absent

Albert Lake

Carrie Wallace

Carrie Wallace

Ervin Lake

Ervin Lake

Patricia Tolliver

Patricia Tolliver

Absent

Lori Ulderich Harvey

Lewis Simmons

Lewis Simmons

Absent

Sara Collins

**James W. Curry Library/Park
FUND RAISING COMMITTEE
MINUTES
July 22nd, 2020**

In attendance: Carrie Wallace, Shanna Collins, Sara Collins, Judith Williams

Update: Quilt Raffle sales to date:

As of this meeting we have deposits of \$505.00. Carrie turned in an additional \$206.00 today bringing the total to date to \$716.00

Glow Stick Party

Two factors were discussed with regard to the August 29th date for the Glow Stick Party: the delayed return to school (September 8th) and the Governor's group limit of 25 people. It was agreed to wait until after school starts to be able to advertise through the schools.

Brooks Hill Fair (July 24th & 25th, 2020)

The Quilt Raffle drawing will be held around 3 pm on Saturday, July 25th as we had advertised. Drawing will be done via Facebook Live.

Stuffed animal sales: Price of the animals this year will be \$10.00 with outfits at \$5.00.

Social media approaches were discussed and it was recommended that we create an event so we can keep everyone informed about the number of each animal currently available. We can use the QR code in the advertising to direct buyers to the government window. Carrie offered to host a pick up point at her office to reduce shipping charges of \$3.99/per animal. The transaction fee and the postage are on the buyer.

Santa's Workshop (December 5th, 2020)

The workshop will need to be run like the summer reading program if the COVID restrictions remain the same with families making appointments to do crafting. In lieu of a separate event (pictures with Santa) it was suggested that Santa make personalized recorded messages for each child signed up that could be played at the family appointment with Santa citing avoiding COVID as the reason for the change this year. It was suggested that we offer family photos (green screen) as a low cost plus at this event.

Christmas Festival of Lights in the Park (Friday, December 11th, 2020 and Saturday December 12th, 2020) : No action required at this time.

The pumpkin patch is significantly improved as of this meeting.

Attempts to advertise the Quilt Raffle on the Upshur County Yard Sale website failed as raffles are disallowed.